

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 98	
2. CONTRACT NO.		3. SOLICITATION NO. N00174-04-R-0006		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 12 Dec 2003	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: JESSICA D. MADDOX INDIAN HEAD MD 20640-5035  TEL: 301/7446614 FAX: 301/744-6670				8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>  TEL: FAX:			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg. 1558 until 03:00 PM local time 12 Jan 2004  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME JESSICA D. MADDOX	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301/744-6614	C. E-MAIL ADDRESS maddoxjd@ih.navy.mil
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

SECTION B

**LOT I – BASIC REQUIREMENT**

**The guaranteed minimum shall be \$200,000.00**

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Technical, Engineering, and Management Support services in accordance with Section C, Statement of Work.	1.00	Lot		

Total Cost \$ \_\_\_\_\_

Total Fee \$ \_\_\_\_\_

Total CPFF \$ \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Other Direct Costs (ODCs) – Associates/Consultants, Travel, Supplies/Materials to support CLIN 0001	1.00	Lot	*NTE \$808,375.00	NTE \$808,375.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Small Business Subcontracting Dollars (must be at least 30% of the total proposed cost)	1.00	Lot		

Total Cost \$ \_\_\_\_\_

Total Fee \$ \_\_\_\_\_

Total CPFF \$ \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Data in accordance with Section J, DD Form 1423		Lot	**NSP	NSP

**LOT II – OPTION I**

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Technical, Engineering, and Management Support services in accordance with Section C, Statement of Work.	1.00	Lot		

Total Cost \$ \_\_\_\_\_

Total Fee \$ \_\_\_\_\_

Total CPFF \$ \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	Other Direct Costs (ODCs) – Associates/Consultants, Travel, Supplies/Materials to support CLIN 0005	1.00	Lot	NTE \$834,243.00	NTE \$834,243.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	Small Business Subcontracting Dollars (must be at least 30% of the total proposed cost)	1.00	Lot		

Total Cost \$ \_\_\_\_\_

Total Fee \$ \_\_\_\_\_

Total CPFF \$ \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Data in accordance with Section J, DD Form 1423	1.00	Lot	NSP	NSP

**LOT III – OPTION II**

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	Technical, Engineering, and Management Support services in accordance with Section C, Statement of Work.	1.00	Lot		

Total Cost \$ \_\_\_\_\_

Total Fee \$ \_\_\_\_\_

Total CPFF \$ \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	Other Direct Costs (ODCs) – Associates/Consultants, Travel, Supplies/Materials to support CLIN 0009	1.00	Lot	NTE \$860,939.00	NTE \$860,939.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	Small Business Subcontracting Dollars (must be at least 30% of the total proposed cost)	1.00	Lot		

Total Cost \$ \_\_\_\_\_

Total Fee \$ \_\_\_\_\_

Total CPFF \$ \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	Data in accordance with Section J, DD Form 1423		Lot	NSP	NSP

**LOT IV – OPTION III**

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013	Technical, Engineering, and Management Support services in accordance with Section C, Statement of Work.	1.00	Lot		

Total Cost \$ \_\_\_\_\_

Total Fee \$ \_\_\_\_\_

Total CPFF \$ \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014	Other Direct Costs (ODCs) – Associates/Consultants, Travel, Supplies/Materials to support CLIN 0013	1.00	Lot	NTE \$888,489.00	NTE \$888,489.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015	Small Business Subcontracting Dollars (must be at least 30% of the total proposed cost)	1.00	Lot		

Total Cost \$ \_\_\_\_\_

Total Fee \$ \_\_\_\_\_

Total CPFF \$ \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	Data in accordance with Section J, DD Form 1423	1.00	Lot	NSP	NSP

\*NTE – Not to Exceed. Inclusive of G&A. Fee is prohibited on ODCs.

\*\*NSP – Not Separately Priced

## CLAUSES INCORPORATED BY FULL TEXT

### **HQ B-2-0004 - EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

### **HQ B-2-0007 - LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

### **HQ B-2-0014 - PAYMENTS OF FEE(S) (COMPLETION) (NAVSEA) (MAY 1993)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to \_ percent (\_%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

**HQ B-2-0020 - TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for:

(i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or

(ii) the following daily local travel costs:

- travel at U.S. Military Installations where Government transportation is available,

- travel performed for personal convenience/errands, including commuting to and from work, and

- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

**IHD 5 - FEE, COST PLUS FIXED FEE INDEFINITE QUANTITY TYPE CONTRACTS (NAVSEA/IHD) (FEB 2000)**

The percentage of fee applicable to delivery orders will be the same as the fee established in the basic contract.

## Section C - Descriptions and Specifications

### STATEMENT OF WORK

#### 1.0 INTRODUCTION

The Naval Explosive Ordnance Disposal Technology Division (NAVEODTECHDIV) requires technical, engineering, and management support services to compliment the organic resources of the Command, tenant activities, and other federal agencies. This statement of work (SOW) identifies and defines the effort necessary to support the Command and its mission.

#### 2.0 BACKGROUND

Under the Secretary of Defense, the Secretary of the Navy (SECNAV) is assigned as Single Manager for military Explosive Ordnance Disposal Technology and Training (DOD Directive 5160.62). The mission of NAVEODTECHDIV is to exploit technology and intelligence to develop, deliver, and provide life-cycle support for explosive ordnance disposal (EOD) information, procedures, tools, and equipment to meet the needs of Joint Service EOD operating forces and other customers worldwide (OPNAVINST 8027.1). Many of the required technical, engineering, and management skills are highly specialized and are unique to military organizations and the EOD community.

#### 3.0 SCOPE

The NAVEODTECHDIV efforts support the Office of the Secretary of Defense in executing the requirements of the Joint Services, the Department of the Navy, and the Naval Sea Systems Command. This support is provided through the Command organizational structure.

- Information Management & Resource Planning Department
- Operations Department
- Equipment Management Department
- Research & Development Department
- EOD Program Management Office
- Special Operations
- Environmental Protection Office
- Explosive & Occupational Safety Office
- International Program Office
- Comptroller Office
- Security Office

Typically, support is also provided to Naval Surface Warfare Center, Office of Naval Research, Defense Advance Research Project Agency, Mine Warfare Command, Interagency Training Center, and other federal agencies. Services shall be provided to meet the discreet and highly specialized activities in performing NAVEODTECHDIV core mission functions.

The following paragraphs are intended to further define the scope and are not intended to describe technical requirements.

#### 3.1 EOD TOOLS & EQUIPMENT DEVELOPMENT

Exploits technology and intelligence to develop and deliver tools and equipment to meet the needs of Joint Service EOD operating forces and other customers. The tools and equipment support EOD units in detection/location, access, examination/identification, render safe, and/or disposal of surface and underwater explosive ordnance. The scope of services includes applied research, advance technology demonstration, engineering and manufacturing development, and consulting. Projects range from full-scale development of new equipment to testing/modification of commercial off-the-shelf equipment. Provides specialized equipment and technical assistance to counter Improvised Nuclear Devices and other Weapons of Mass Destruction, Explosive Detection, and Unexploded

Ordnance remediation evaluation and assessment. Conducts exploratory, advanced research, and technology support and engineering development in support of the Joint Service EOD Programs leading to the design of special tools and equipment for use in the detection and location, access, identification render safe recovery, and disposal of all types of explosive ordnance.

Assists the Applied Research Program for Joint Service EOD Technology that is aimed at developing technologies that provide EOD personnel with more effective and reliable methods of ordnance render safe and disposal with reduced personnel and property risk. This applies to conventional munitions and improvised explosive devices (IEDs).

### **3.2 EOD PROCEDURES DEVELOPMENT**

Develops EOD procedures and technical information to counter munitions threats. Exploits ordnance information through the use of intelligence gathering and analysis from various technical sources and hardware. Conducts initial evaluation of foreign ordnance in developing render safe procedures. Performs technical evaluations of exploratory and emerging technology, equipment, and procedures for Weapons of Mass Destruction and EOD tools and equipment. Distributes approved procedures and information to Joint Service EOD war fighters and allies. Prepares training aids and exercises for Naval EOD School and fleet EOD groups.

Ordnance disassembly is performed on a wide range of munitions, foreign and domestic, known and unknown, surface and underwater. Disassembly techniques for new or unknown ordnance items are based on historical data, refinement of existing procedures, and/or personal experience. Munitions include all conventional ordnance fusing systems. Ordnance fillers may be explosive, inert, propellant, pyrotechnics material, white/red phosphorus, riot control agents, and chemical (excluding war gases), or a combination thereof. The ordnance may be designed for all, any, or a combination of environments (air, surface, or underwater).

Disassembled/inerted munitions are used as training aids or models in the development of EOD procedures. Live items must be partially disassembled and placed in an armed condition for live tests by project officers. Reports of Examination (ROE) for new or previously unknown ordnance items are prepared and distributed to the DOD intelligence community and significantly aid in the determination of foreign ordnance capabilities.

### **3.3 IN-SERVICE ENGINEERING & DEPOT LEVEL REPAIR**

Provides operational support for Joint Service EOD tools and equipment. Provides solutions to equipment life cycle problems and coordinates implementation with customer sponsor and support organizations. Supports EOD Program Management with equipment acquisition, maintenance, and product improvements. Coordinates with the Navy Inventory Control Point (NAVICP) for supply management and re-procurement. In-service engineering is performed in accordance with the Joint Service and Underwater Configuration Management Plans and service agreements. Supports the Naval Surface Warfare Center (NSWC), Crane explosive systems program management for 2T cog ammunition for EOD systems. Provides depot level maintenance of EOD tools and equipment in accordance with Depot Inter (Intra) Service Maintenance Agreements with the Air Force, Army, Navy and Marine Corps.

### **3.4 EOD PROGRAM MANAGEMENT**

Provides centralized direction for research, development, and life cycle management of Navy, and Joint Service Explosive Ordnance Disposal (EOD) equipment, systems, and procedures in support of Joint Service EOD Programs, Navy Underwater Systems, and Marine Mammal Systems.

### **3.5 SPECIAL PROJECTS**

Assist in technical evaluations of exploratory and emerging technology, equipment, and procedures for Weapons of Mass Destruction and EOD tools and equipment.

Conduct technology research and development and support the technical response team and equipment for improvised nuclear device threat countermeasures.

### **3.6 INTERNATIONAL PROGRAMS**

Executes the Command's foreign liaison mission. Program areas managed include Foreign Military Sales, multilateral programs with international organizations, and negotiated bilateral international programs. Interfaces with Command Departments, Service Detachments and the Program Management Office to assess information requirements for international EOD related information exchange programs and participation in EOD related working groups. Develops, interprets, promulgates, and executes DoN policies and procedures governing the disclosure of classified and unclassified EOD information and technology to foreign governments for which bilateral and multilateral data exchange agreements do not exist. Executes the Command's NATO responsibilities relative to participation in EOD, Mine Countermeasures, Very Shallow Water Mine Countermeasures, and Underwater/Diving Working Groups.

### **3.7 EOD MISSION SUPPORT CENTER**

Collects incident response data from EOD operators relative to data, tools and equipment deficiencies, incident trends, and outside agency reports of interest. Reviews and verifies EOD technical data and procedures. Provides information to EOD operators including technical library search requests, Ordnance Orders of Battle, and threat summaries and trends. Provides information to federal agencies, state/local agencies, intelligence agencies, and foreign governments.

### **3.8 MINE WARFARE COMMAND**

Exercises operational control of Surface, Air and EOD Mine Countermeasures forces. Develops and evaluates mine warfare doctrine, tactics, and equipment. Provides mine warfare planning and intelligence on foreign mine capabilities and develop tactics to counter other nations' mining capabilities. Maintains deployable staffs and other fleet assets to support national security and to ensure safe passage of fleet units and merchant shipping. EOD Mine Countermeasures Detachments support mine hunting and mine clearance operations to locate, identify, neutralize, recover, exploit, and dispose of sea mines, torpedoes and depth charges. Monitors the exchange of data concerning mine warfare systems and procedures with foreign nations. Assists NAVEODTECHDIV and U.S. Project Officer for Data Exchange Agreements and Information Exchange Programs. Performs ABCA-5 (EOD) and ABCA-10 (Clearance Diving) related support functions.

### **3.9 INTERAGENCY TRAINING CENTER**

The Interagency Training Center (ITC) is the National Security Agency (NSA) sponsored national research and development and training center for Technical Surveillance Countermeasures. The ITC is tasked to develop and teach new course curricula to meet increased technical threats to national security from state-sponsored intelligence, terrorist, and industrial espionage organizations. Performs research to identify new and emerging technologies, determines new requirements, develops/modifies course materials, and provides instruction utilizing new/updated information.

### **3.10 OFFICE OF NAVAL RESEARCH**

The Office of Naval Research (ONR) sponsors science and technology in support of the U.S. Navy and Marine Corps. ONR research programs include Marine Mammal Research and Organic Mine Countermeasures Research to enhance the ability to detect, characterize, and neutralize mines.

## **4.0 TECHNICAL REQUIREMENTS**

The Contractor shall provide technical, engineering, and management support services and products to accomplish the requirements described herein. The following task descriptions are meant to be descriptive, not specific. Contractor services shall be provided in accordance with specific, individual task/delivery orders issued by the Contracting Officer that are within the scope of this SOW and the issued contract.

The contract is an Indefinite Delivery, Indefinite Quantity, with a period of performance of 12 months, and provisions for three 12-month option periods. Detailed task specifications and requirements for Contractor performance shall be provided via the issuance of individual task orders under this contract. The contract shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government nor perform any inherently governmental functions. The contract and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services.

## **4.1 ENGINEERING AND TECHNICAL SUPPORT**

### **4.1.1 Engineering**

Design, develop, and test specialized mechanical and electronic tools and equipment for use in military EOD applications. Examples include such unique and specialized applications of state-of-the-art technology associated with:

- explosive countermeasure tools,
  - low signature tools
  - remote control systems
  - underwater sensing/navigation technologies
  - directed energy (microwave and laser)
  - magnetic sensors
  - acoustic sensors
  - signal processing
  - electro-optic sensors
  - explosive detection sensors
  - explosive phenomenology
  - hydrodynamic modeling
  - software development
  - and other advanced technologies to meet conventional, nuclear, and improvised munitions EOD threats
- a. Translate rough, often general, design concepts into complete, technically accurate design packages from which full-scale prototypes can be manufactured.
  - b. Provide support for the conceptual planning, design, prototyping, test coordination, testing, and documentation of electronic/mechanical devices, tools, and equipment under development.
  - c. Review and evaluate configuration status and relevant hardware documentation to ensure accuracy and conformance with configuration management plans and producibility of production baseline for special EOD tools and equipment.
  - d. Participate in reliability and maintainability (R&M) production planning, program and design reviews, and Quality Assurance audits.
  - e. Provide engineering assessment and design of new equipment, product improvements of existing equipment, and application of non-developmental items (NDI).
  - f. Conduct scientific engineering research and assessments of available technologies and equipment to meet specific mission requirements for Explosive Ordnance Disposal and Special Operations Programs.
  - g. Conduct engineering management of fabrication, assembly, and technology demonstration of prototype equipment.

### **4.1.2 Systems Engineering and Technical Analysis**

Provide independent engineering/technical analysis in strategic and tactical planning, systems integration, research and development, program/data analysis, logistics planning/coordination, information systems, and classified material management.

- a. Assist in analyzing strategic, tactical, and policy requirements and provide analytic and technical products including performance specifications.
- b. Evaluate, advise, and assist with the design, installation, upgrade, maintenance, integration and/or replacement of information management, LAN/WAN, and Internet/Intranet systems.
- c. Provide exploratory and advanced research in the development and engineering of specialized tools, equipment, systems, and procedures.
- d. Track, review, evaluate, and provide recommendations regarding the status and progress of mission area programs of NAVEODTECHDIV, as detailed in Section 2.0 of the statement of work, and maintain program databases.
- e. Provide assistance in the areas of information technology, to include research and development, assistance to Government personnel in the development of acquisition planning documentation, maintenance and installation of computer hardware and software. This support does not include procurement on the behalf of the Government. The Contractor shall not financially obligate the Government.
- f. Provide manpower, logistics, administration and other appropriate services such as: technical assistance to counter Improvised Nuclear Devices and other Weapons of Mass Destruction, Explosive Detection, and Unexploded Ordnance remediation evaluation and assessment; analysis engineering, systems engineering, EOD Procedure Development, logistical and operational services, project management functions, database design and development, data management, non-destructive testing and radiography inspection, Computed Tomography technology operations, drafting, preparation of EOD Publications, technical support of Unexploded Ordnance (UXO) Range Assessment and Clearance, Course development support in the development of Navy Training Plans and System Training Curricula, Acquisition Support, budgeting, accounting and administrative functions, Technical Library support, Facilities Support, evaluations and assessments in support of mission programs which have a direct correlation with the scope as outlined in paragraph 1.0 through 3.0.
- g. Assist in the analysis of doctrine, organization, training, material, leadership, personnel and facilities in support of new equipment development.
- h. Provide logistical and operational services in support of production, maintenance, reliability, repair, testing and life cycle management of specialized tools, equipment and systems.
- i. Perform analysis of human system integration into EOD tools, equipment and information systems or processes.

#### 4.1.3 Development Programs

Perform project management functions associated with the design, development, and test of complex mechanical, electronic, and energetic tools and equipment for use in military Explosive Ordnance Disposal (EOD) applications.

- a. Serve as subject matter expert in project management techniques. Create, manage, and maintain detailed management plans incorporating projections and metrics for resource management. Prepare acquisition management documentation, program status, schedule projections, briefings and reports. Prepare correspondence for Command signature.
- b. Perform research, development, tests, and simulations to investigate solutions to problems. Establish measures of performance and assess alternative technical approaches. Assist in the drafting of performance specifications.

- c. Identify Work Breakdown Structure (WBS) elements for projects to support program matrix development. Assist in the prepare of acquisition program documentation such as Mission Needs Statements (MENS), Operational Requirements Documents (ORDs), Test and Evaluation Master Plans (TEMPs), procedures and test package for performing technology evaluations.
- d. Prepare computer-based training for newly developed EOD tools and equipment.

#### 4.1.4 In-Service Engineering

Coordinate in-service engineering, depot level maintenance, test and evaluation, and procurement support for assigned EOD tools and equipment in accordance with Depot Maintenance Inter-Service Support Agreements (DMISA).

- a. Assist in performing first article inspection and acceptance testing of special EOD tools and equipment and provide government with results for validation and final acceptance by the government. Assist in the quality assurance evaluations to ensure compliance with quality standards. Track and maintain status of weapons systems hardware components, data, and related logistics requirements. Assist in the development of and maintain technical documentation in areas of logistics, production, repair, R&M, and test and evaluation. Generate and update Program Support Data Sheets (PSDS).
- b. Support the Document Control Center in updating, disseminating, and archiving master documents consisting of drawings, plans, manuals, and other assorted data sets in various formats (paper, microfiche, digital media, etc.) including official, scientific and technical reports, operating and maintenance manuals, catalogs, parts lists, assembly instructions, promotional materials, and project proposals. Interpret drawing changes and perform CAD database updates in accordance with ASME and MIL standards. Perform technical editing of documents drafted by subject matter experts.

#### 4.1.5 Database Design and Maintenance

Perform database design, development, and maintenance in support of corporate databases incorporating technical ordnance information used in the distribution of software products to EOD field users. Modify existing databases based on new or changing requirements dictated by policy, programmatic, and/or technical issues.

#### 4.1.6 Ordnance Disassembly

The contractor shall provide support and or assistance in the following areas for the disassembly of ordnance:

- a. Assist in engineering development and perform life cycle management of EOD procedures and tactics and associated publications dealing with domestic and foreign ordnance in the munitions countermeasures area.
- b. Assist government personnel in the acquisition of domestic/foreign munitions of all types. This assistance includes such actions as: market research and support in the development of acquisition planning documentation. This support does not include procurement on behalf of the Government. The Contractor shall not financially obligate the Government. Maintain the munitions design technology base.
- c. Perform evaluations consisting of initial visual examination, non-invasive examination to include radiographic imaging or future derivatives thereof, and identification of components of explosive ordnance. Validate EOD procedures, and develop preliminary render safe procedures.

#### 4.1.7 Radiography

Perform non-destructive testing (NDT) and radiography inspection (Level II) in conducting investigations of explosive components and devices of known and unknown configuration (all testing/inspection will be validated by appropriate governmental office i.e. Explosive Standard Operating Procedures Board, Procedures Development Dept.). Includes the interpretation and documentation of investigation results to enable safe disassembly and

inerting of ordnance and to provide technical data to support the preparation of EOD technical publications. Techniques include those using x-ray, gamma, fluoroscopic, and computed tomography equipment. Technical operations include the processing of all types of radiographic film and the analysis of x-ray negatives and computer generated images of the finished product. Perform troubleshooting, repair and maintenance on radiography and related equipment.

#### 4.1.8 Computed Tomography

Provide support in the application of Computed Tomography (CT) technology in explosive ordnance disassembly operations. Exploit the use of CT technology for 3D analysis of digital radiographic images produced from x-ray and gamma sources. Includes analysis and the creation, manipulation, and presentation of visual CT data and the identification of potential anomalies or inconsistencies in CT digital data. Requires close coordination with radiology technicians in developing techniques to provide and attain the desired 3D analysis capabilities. The work will influence the presentation and display of electronic information contained in technical manuals and training aids such that it enhances the EOD field operator's opportunity for success.

#### 4.1.9 Fabrication, Assembly and Test

Support the fabrication, assembly, and testing of explosive ordnance disposal and special operations equipment, to include: drafting of Conceptual Design drawings, Developmental Design Drawing and associated list, and Production drawings and associated list IAW MIL-DTL-31000B; fabrication of mechanical or electrical components, model making, and machining of workable prototype hardware; testing of advanced prototype equipment. Testing may range from, but not limited to, shock, immersion, vibration, life-cycle analysis, or a field/laboratory demonstration of the prototype capabilities.

#### 4.1.10 EOD Publications

Provide support in the preparation, maintenance, revision, and distribution of Allied Explosive Ordnance Disposal Publications (AEODPS). There are more than 7,500 publications in the current AEODPS covering over 26,000 ordnance items.

- a. Format technical data received from operational sources for incorporation into the AEODPS database.
- b. Apply current security regulations to outgoing classified documents to ensure proper classification of information. Review historical documents for downgrading or reclassification.
- c. EOD publications require the use of publication quality photographic images and various other multi-media materials to supplement the existing line drawings. Provide support in acquiring, identifying, cataloging, and inputting imaging information into the AEODPS database.
- d. Distribute render safe procedural information in the form of electronic 60-series EOD publications on CD-ROM.
- e. Assist in the archival maintenance of record copies of all EOD publications.

#### 4.1.11 Technical Writing

Translate rough, often general, written concepts into complete, technically accurate documentation in accordance with military format and standards. Develop written products such as, but not limited to, Developmental Test Plans/Reports, Statements of Work, Technical Manuals, Analysis of Alternative Reports, Systems Engineering Management Plans, Risk Management Plans, Technical Performance Specifications, Source Selection Plans, etc.

#### 4.1.12 Range Clearance Procedure Development

Provide technical support of Unexploded Ordnance (UXO) Range Assessment and Clearance Requirements to develop and implement a detailed quality assessment program for the clearance and certification of ordnance

contaminated areas for alternative land use. The quality assessment process is for ordnance clearance of land and water and ensures that the results of the UXO clearance efforts provide a high degree of confidence (95 percentile) in meeting stated requirements.

#### 4.1.13 Training Course Development

Provide specialized management and course development support in the development of Navy Training Plans and system training curricula. Conduct research and analysis of customer base and determine course requirements. Perform market surveys on commercial service availability and determine best methods of course instruction (in-house/contracted). Develop course objectives, lesson plans, and handouts for new courses (to include storyboard and script for training videos). Provide recommendations and budget estimates for course materials and equipment. Present classroom lectures and conduct practical laboratory exercises. Provide on site or on the job training to personnel in operation and maintenance of systems, subsystems and/or equipment

### 4.2 MANAGEMENT AND PROFESSIONAL SERVICES

#### 4.2.1 Acquisition and Procurement

Assist in the development acquisition documentation in support for EOD technology development and the procurement of prototype and initial fleet outfitting of replacement hardware systems. Perform alternative acquisition analyses, market surveys, and life cycle support and should-cost analyses for special EOD tools and equipment. Develop acquisition documentation for the Command and other mission-related customer activities. Provide technical inputs for Program Support Data Sheets (PSDS) and prepare interim support plans and supply support transitional plans. Monitor hardware contract performance for cost, schedule, and technical performance, and provide appropriate reports to the assigned government Project officer.

#### 4.2.2 Financial

The contractor shall assist in performing a variety of budgeting, accounting, and administrative functions in implementing the Command's budgetary program, policies, and procedures such as: Receive, review, record, file, and prepare financial documents, post transaction entries to the accounting system and local financial applications, establish Job Order Numbers to track expenses, collect, review, and post labor to the labor collection system, maintain civilian payroll information including payroll deductions, review and process travel orders and assist in the management of the Government travel card program. Coordinate with the Defense Finance and Accounting Service, NSWC Indian Head Travel Office, and the Military Personnel Support Detachment.

#### 4.2.3 Technical Library

Provide general library support to the Technical Library to include all the necessary services to assist and augment the Government library staff in the maintenance and operation of the library. Tasks include document screening, database management, references searches, document retrieval, circulation, and access control.

#### 4.2.4 Intelligence Dissemination

Provide support to the Scientific and Technical Intelligence Officer (STILO) to enhance the interface and flow of intelligence between the intelligence community and the weapons development, acquisition, and research and development (R&D) communities. Identify and specifically define intelligence data required in support of the Command. Acquire intelligence, and convert into a format useful to project managers, engineers, decision-makers, and EOD units.

#### 4.2.5 Facilities

Contractor shall be responsible for the administration with Government entities responsible for the day-to-day operations and maintenance of the Command's physical plant, grounds, vehicles, and heavy equipment utilized by the Command. Receive, log, and schedule service calls with the responsible parties. Schedule vehicle utilization and maintenance. Process vehicle accident reports. Dispatch heavy equipment operators and maintain daily logs.

Coordinate with NDW-WEST, Public Works on service billings and prepare budget forecasts. Prepare Emergency Service tickets, Work Requests, and Customer Survey forms. Compile end-of-year reports. Identify current and long-term facility and space allocation requirements. Provide input into the Master Plan, the Basic Facility Requirements List, Space Allocation Plan, and other planning documents. Coordinate Command requirements for inclusion in the Intra-Service Support Agreement. Assist in the development of the annual operating budget for facilities operations. In carrying out these services, the contractor has no authority to obligate the Government to expend funds.

#### 4.2.6 Environmental Program

Contractor shall provide support by performing functions associated with the management and disposition of hazardous waste and explosive hazardous waste in accordance with Department of Defense policy. Contractor shall support the Commanding Officer in maintaining environmental permits and ensuring compliance with regulatory requirements in storing and transporting hazardous waste and submitting hazardous material samples for laboratory analysis. Contractor shall support the Commanding Officer in maintaining the Command Hazardous Substance Management System Program and support operations of the Hazardous Materials Issue and Storage Facility (HAZMART). Contractor shall support the Commanding Officer in managing the "less-than-90-day" hazardous waste accumulation site and the Command Recycling Program. Maintain and execute the Pollution Prevention Plan.

#### 4.2.7 Occupational Safety and Health

Support the Safety Officer in maintaining a comprehensive Occupational Health and Safety program to ensure the health and safety of all employees. Provide administrative and technical safety planning services in the areas of industrial, testing, laboratory, traffic safety, and research and development. Includes support in the functional areas of safety management, promotion and education, accident investigation, analysis and reporting, safety surveys and inspections, and safety standards development.

#### 4.2.8 Command Administration

Support the Command Administrative Office which supports highly technical and scientific human resources in civilian personnel administration programs. This support includes Staffing, Organizational Development and Position Classification, Training, Performance Management, Incentive Awards and Beneficial Suggestions, Civilian Drug Free Workplace, Freedom of Information Act, Public Affairs, Workers Compensation, Command Instructions/Notices, Ethics, and Employee/Labor Relations. Coordinate with the Human Resources Office (HRO) Indian Head, MD, the Human Resources Service Center (HRSC) Silverdale, WA, and other higher echelon commands or agencies. Support shall be guided by Federal laws, rules and regulations; directives of OPM; DOD, SECNAV, DON and local directives/instructions for all administrative programs.

- a. Provide management services in the area of staffing and training. Provide research assistance for applicable personnel/administrative regulations and process personnel actions. Resolve issues involved in processing personnel action, training requests and various other administrative issues. Coordinate employee training and development needs, process requests for training, and document completion. Draft administrative instructions and directives. Prepare administrative reports, briefs, charts and graphs. Create, copy, edit, revise, retrieve, and file correspondence and personnel related documents.
- b. Provide support to employees and management in coordination of the Incentive Awards and Beneficial Suggestion Programs, Performance Management, Worker's Compensation, the Civilian Drug Free Workplace Program and assist in processing requests made under the Freedom of Information Act Program.
- c. Provide support in the area of organizational development. Assist in the performance of organizational and program analysis, position evaluation, review and assess Command organizational requirements, and develop recommendations and management strategies to incorporate new requirements and to more effectively structure positions to achieve missions goals.
- d. Prepare drafts for new or revised position descriptions and provide supporting evaluation statements. Assist in classifying position descriptions in the appropriate occupational series to include, engineering, scientific,

technical, managerial, staff, and clerical positions. Conduct position description desk audits and identify variances between the official position description and work actually performed. Conduct position management and organizational reviews and analyze findings relative to classification issues. Serve as specialist and consultant to management on all personnel staffing, wage, classification matters, including legal cases that involve classification issues. Assist in making Fair Labor Standards Act (FLSA) determinations.

- e. Provide management services on the full scope of employee/ labor relations programs. Assist in the negotiating process and administer labor agreements and provide guidance and consultation to management on labor relations matters. Research proposed legislation and provide recommendations for changes to labor relations/employee policies and programs. Assist in the preparation of management advocacy and post hearing activity documentation for presentation and representation before third parties including, arbitrations, the Federal Labor Relations Authority, the Merit System Protection Board, the Federal Mediation and conciliation Service, the Federal Service Impasses Panel, the Office of Workers' Compensation Programs, and The Equal Employment Opportunity Commission. Assist in the evaluation of laws, regulations, and precedents related to third parties. Research bargaining issues and negotiability and assist in negotiating technically difficult and complex federal union contracts. Assist in the analysis of and provide options related to a variety of employee conduct and performance-based problems. Review administrative grievances and provide recommendations to the Command. Assist in the recommendation of positions/strategy based on case law in litigation when working with Legal Counsel. Research labor and employee relations regulations, case decisions and historical information using internet research tools.

## **5.0 GENERAL REQUIREMENTS**

### **5.1 PLACE OF PERFORMANCE**

Work shall be performed on-site at the NAVEODTECHDIV except when individual task requirements should, of necessity, or more logically, be performed off-site at other Government agencies, field sites, or Contractor facilities. When work is performed on-site, the Contractor shall utilize Government furnished facilities, equipment, and materials including workstations, computers and ancillary devices, and general office supplies. The Government will provide access to all required areas and equipment and the necessary paper and electronic data sources to on-site Contractor personnel in support of the individual task order.

### **5.2 WORKING HOURS**

The Contractor shall perform the tasks included in this SOW on a regular 8-hour workday schedule between the hours of 0630 – 1630. Alternative work schedules such as on-call duty and rotating shifts may be required. Such work schedules will be at the discretion of the Government. Work during other than normal hours may be necessary to meet project requirements. This represents an adjustment in schedule and is not considered overtime. Work outside regular duty hours requires prior approval from the Contracting Officer's Representative (COR) and notification of the Security Office.

### **5.3 SECURITY CLEARANCE**

Contractor Facilities are required to have a security clearance at the TOP SECRET level IAW the attached DD254. All contractor employees must be United States citizens and shall be cleared at the minimum of the SECRET level. Top Secret contractor employee clearance will be required on a case by case basis and an appropriate DD254 will be included in specific delivery orders issued under this contract.

### **5.4 MEDICAL CERTIFICATIONS**

Contractor personnel performing ammunitions and explosive handling tasks under the scope of the contract at government facilities or property must meet the medical certification requirements of "Manual of the Medical Department", NAVMED P-117, paragraph 15-71B(3)(a)-(i) and "Medical Surveillance Procedures Manual and Medical Matrix", NEHC-TM OM 6260. The term "civilian personnel" shall mean "contractor personnel". Contractor personnel assigned to such duties are responsible to report to their contractor supervisor any physical condition, which may pose a health or safety hazard to self, coworkers, or degrades the safety of the working

environment. Contractors are responsible to direct their employees thought to have a physical impairment, which may pose a health or safety hazard, to the appropriate medical practitioner for examination.

## **5.5 TRAVEL**

The Contractor may be required to travel in performance of this contract. Specific travel requirements shall be delineated in individual task orders and shall be in accordance with the JFTR/FTR.

## **5.6 DELIVERABLES**

Data shall be delivered in accordance with the individual task/delivery orders. All deliverables associated with this SOW are "unclassified" unless otherwise specified in the individual task orders. All reports required as deliverables under this contract are the property of the U.S. Government. Reports shall not contain Contractor name, logo or other identifying device.

## **CLAUSES INCORPORATED BY FULL TEXT**

### **HQ C-2-0001 DATA REQUIRMENTS (NAVSEA) (SEP 1992)**

The date to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit a, attached hereto.

### **HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

- (a) Performance under this contract may require that the contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the contractor has agreement(s).
- (b) The contractor agrees to: 91) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the contractor has access in the performance of this contract contains proprietary or other restrictive markings.
- (d) The contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract

to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

- (e) The contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

(End of Text)

**HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

(End of Text)

**HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal \_\_\_\_\_ dated \_\_\_\_\_ in response to NAVSEA Solicitation No. N00174-\_\_\_\_\_.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

#### **HQ C-2-0015 - DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (NAVSEA) (JUN 2000)**

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including), but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available until 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

**(End of Text)**

#### **HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive

advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an

organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

**(End of Text)**

#### **IHD 17 - Personnel Qualifications (Minimum) NAVSEA/IHD (FEB 2000)**

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

Labor Category	Education	Description
Program Manager (Key) (T/S required)	Master's Degree	MS in an engineering, scientific, or technical discipline. At least six years of progressively responsible experience is

		required in program management preferably of EOD, naval weapons or ordnance systems. Proven expertise in the management and control of budgets, resources and personnel must also be shown. The PM shall have a minimum four years demonstrated capability in the overall management of contracts of this type and complexity. A BS and an addition 3 years of demonstrated capability in overall Program Management experience may substitute for a MS degree.
Senior Scientist	Ph.D.	PHD is required in a scientific, technical, or other appropriate discipline. At least six years experience in the design, development and evaluation of scientific programs, preferably related to weapons systems, ordnance, or associated equipment. Five years of progressive responsibility functioning as a technical team leader responsible for specific technical duties related to the disciplines cited herein. Experience must also be demonstrated as a project manager, at a minimum to the task leader level, including control of personnel, material and budget.
Scientist	Master's Degree	A MS is required in a scientific, technical, or related discipline. At least four years in the design, development and evaluation of scientific programs, preferably related to weapons systems, ordnance, or associated equipment. Three years of progressive responsibility functioning as a technical team leader responsible for specific technical duties related to the disciplines cited herein. Experience must also be demonstrated as a project manager, at a minimum to the task leader level, including control of personnel, material and budget. A BS degree and an additional eight years of experience may substitute for a MS degree.
Senior Software Engineer	Bachelor's Degree	A BS/BA is required in computer and information systems, programming, or related discipline. An advanced degree is desirable. At least six years experience in the design, development and evaluation of computer and software applications, preferably related to naval systems. Three years of progressive responsibility functioning as a technical team leader responsible for specific technical duties related to the duties and disciplines cited herein. Experience must also be demonstrated as a project manager, at a minimum to the task leader level, including control of personnel, material and budget. Equivalent relevant technical certification or an additional six years of experience may substitute for a degree.
Software Engineer	Bachelor's Degree	A BS/BA is required in computer and information systems, programming, or related discipline. An advanced degree is desirable. At least three years experience in the design, development and evaluation of computer and software applications, preferably related to naval systems. Two years of progressive responsibility on a development, evaluation or test team with specific duties related to the disciplines cited herein. Equivalent relevant technical certification or an additional six years of experience may substitute for a degree.
Junior Software Engineer	Associate's Degree	An AS/AA is required in computer and information systems, programming, or related discipline. A bachelor's degree is desirable. At least one year experience in the design,

		development and evaluation of computer and software applications, preferably related to naval systems. An equivalent technical certification or high school diploma, and an additional two years of experience may substitute for the degree. An AS/AA is required in computer and information systems, programming, or related discipline. A bachelor's degree is desirable. At least one year experience in the design, development and evaluation of computer and software applications, preferably related to naval systems. An equivalent technical certification or high school diploma, and an additional two years of experience may substitute for the degree.
Web Applications Developer	Bachelor's Degree	A BS/BA is required in computer or information systems, programming, or related discipline. An advanced degree is desirable. At least three years experience in the design, development and evaluation of web-based software applications, preferably related to naval systems. Two years of progressive responsibility on a development, evaluation or test team with specific duties related to the disciplines cited herein. Equivalent relevant technical certification or an additional six years of experience may substitute for a degree.
Senior Engineer	Master's Degree	MS is required in an engineering, technical, or other appropriate discipline. At least eight years experience in the design, development and evaluation of engineering programs, preferably related to weapons systems, ordnance, or associated equipment. Five years of progressive responsibility functioning as a engineering team leader responsible for specific technical duties related to the disciplines cited herein. Three years experience must also be demonstrated as a project manager, at a minimum to the task leader level, including control of personnel, material and budget. An additional six years of experience may substitute for the advanced degree.
Engineer	Bachelor's Degree	BS is required in an engineering, technical, or other appropriate discipline. At least four years experience in the design, development and evaluation of engineering programs, preferably related to weapons systems, ordnance, or associated equipment. Two years of progressive responsibility functioning on an engineering team with technical duties related to the disciplines cited herein.
Senior Design Engineer (Key)	Bachelor's Degree	BS is required in an engineering, technical, or other appropriate discipline. At least 5 years experience using computer-based 2D and 3D applications in the design of engineered systems and components, preferably related to weapons systems, ordnance, or associated equipment. Seven years of progressive responsibility providing design support to engineering teams. An additional six years of experience may substitute for the degree.
Design Engineer	Bachelor's Degree	BS is required in an engineering, technical, or other appropriate discipline. At least 3 years experience using computer-based 2D and 3D applications in the design of engineered systems and components, preferably related to weapons systems, ordnance, or associated equipment. Three years of progressive responsibility providing design support to engineering teams. An additional six years of experience

		may substitute for the degree.
Senior Intel Analyst (T/S Required)	Bachelor's Degree	BS/BA is required in political science, international affairs or other intelligence related field. An advanced degree is preferred. A minimum of 10 years in positions of increasing responsibility providing analysis in multi-agency intelligence field, preferably related to ordnance and weapon systems. Six years additional experience may substitute for the degree.
Intel Analyst	Associate's Degree	AS/AA is business, management, computer and information systems or related field. A bachelor's degree is preferred. A minimum of 2 years as an analyst in multi-agency intelligence field, preferably related to ordnance and weapon systems. A high school diploma or equivalent certification and two additional year of experience may substitute for the degree.
Procurement Specialist	Bachelor's Degree	BS/BA in business, management or related field and eight years in acquisition. Advanced degree preferred. Process knowledge of both the regulations of Government procurement as well as commercial acquisition.
Quality Assurance Specialist	Bachelor's Degree	BS/BA is required in engineering, engineering management, or other appropriate technical discipline. At least four years experience in the quality assurance field, preferably involved with weapons systems, ordnance, or associated equipment. Eight years of progressive responsibility functioning on an engineering or production team with specific technical duties related to the disciplines cited herein, with a minimum of five years as a quality control manager. Formal QA certifications or an additional six years of experience may substitute for the degree.
Senior Management Analyst (Key)	Bachelor's Degree	BS/BA is required in business administration, management, computer/information systems, or other relevant fields. Advanced degree is preferred. Six years experience in analyzing, managing and improving major aspects of organizational processes and functions. Six years of additional experience may substitute for the degree.
Management Analyst	Associate's Degree	AS/AA is required in business administration, management, computer/information systems, or other relevant fields, plus two years experience in analyzing, managing and improving aspects of organizational processes and functions. Two additional years of relevant experience may substitute for the degree.
Program Analyst	Bachelor's Degree	BS/BA in business, management, computer/information systems, force protection or other relevant field and a minimum of five years experience in related discipline. Has experience in program management, workload planning, resource allocation, evaluation of current and projected operations, and evaluation of current and projected programs. Either associates degree and three years of additional experience, or six additional years of relevant experience may substitute for degree.
Junior Program Analyst	Associate's Degree	AS/AA in business, management, computer/information systems or other relevant field and a minimum of two years experience in related discipline. Has experience in program management, workload planning, resource allocation, evaluation of current and projected operations, and

		evaluation of current and projected programs. Two years of additional experience may substitute for degree.
Senior Financial/Budget Analyst	Bachelor's Degree	BS/BA in business, accounting, finance or related discipline and a minimum of two years experience performing various cost projection and analysis functions such as tracking cost information, maintaining historical data records, and providing out-year cost estimates. Cost analysis experience of at least one year is desirable as well as capability to operate/maintain detailed cost analysis programs. Associate's degree plus two additional years of experience or an additional 4 years of experience, related to disciplines cited herein may be substituted for the BS degree.
Financial/Budget Analyst (Key)	Associate's Degree	AS/AA in business, accounting, finance or related discipline and a minimum of one year experience performing various cost projection and analysis functions such as account data entry, tracking cost information and maintaining historical data records. Capability to operate/maintain detailed cost analysis programs is desirable. An additional 2 years of experience, related to disciplines cited herein may be substituted for the degree.
EOD Technician (T/S required)	Bachelor's Degree	BS/BA is required in science, engineering, management or other pertinent field. A Senior EOD qualification is also required. Five years experience performing a variety of EOD tasks with a minimum Three years as an EOD manager. Associate's degree and two additional years of EOD experience, or total of five additional years of EOD experience may substitute for bachelor's degree. T/S required
Senior Library Technician (Key)	Associate's Degree	AA/AS is required in Library Science, Computer Science, Management or other pertinent field. Four (4) years experience with document processing or information management systems and an understanding of standard library operation and procedures. Includes experience using a variety of PC software packages to the extent that documents/files can be generated, printed, archived, and retrieved. Must possess accurate data entry skills with a typing speed of 35 WPM. Ability to prioritize and perform a variety of jobs by evaluating immediate customer needs and the long-term significance of tasks. Experienced in dealing with customers and in coordinating the tasks and workflow of others. An additional two years experience may be substituted for an associate degree.
Library Technician	HS Diploma	Includes experience in performing tasks using a variety of PC software packages to the extent that documents/files can be generated, printed, archived, and retrieved. Must possess accurate data entry skills with a typing speed of 35 WPM.
Senior Documentation Specialist	Bachelor's Degree	BS/BA in journalism, English, technical writing, or related disciplines and a minimum of three years in document development field, including writing and production of scientific, technical, engineering, investigative, or other professional materials where an understanding of the basic concepts and practices in the field, knowledge of its specialized vocabulary, and the ability to identify and acquire additional material is needed. Also, progressively responsibility must be demonstrated with equipment and software, systems and devices related to publication development work. An additional six years of experience

		may substitute for degree.
Documentation Specialist	HS Diploma	HS diploma or equivalent and a minimum of three years in document development field, including writing and production of scientific, technical, engineering, investigative, or other professional materials where an understanding of the basic concepts and practices in the field, knowledge of its specialized vocabulary, and the ability to identify and acquire additional material is needed. Also, progressively responsibility must be demonstrated with equipment and software, systems and devices related to publication development work. Completion of college level courses in writing, computer applications, and related subjects are desirable.
Logistician	Bachelor's Degree	BS/BA in acquisition, management, business or other relevant field, plus a minimum eight years experience in logistics disciplines is required. Personnel will have experience with application of processes to ensure effective and economical support for manufacturing or servicing systems and equipment. Personnel will also have knowledge of applicable military standards and processes, analysis of contractual commitments, customer specifications, design changes, and other data to plan, develop and execute logistic programs from conceptual stage through product lifecycle. An associate's degree plus two additional years of experience, or a total of eight additional years of experience may substitute for the degree.
Data Tech	HS Diploma	A HS diploma or equivalent is required. Experience to include a minimum of one year in database manipulation using typical application software and one year using industry standard office products to include word processing software and spreadsheets. Technicians will be familiar with concepts and methodologies to compile data from multiple sources, develop databases, maintain data and retrieve/compile data as needed.
Engineering Tech/Tradesman	HS Diploma	A HS Diploma or equivalent is desired. Four years experience and demonstrated ability in a technical field, such as electrician, welder, carpenter, sheet metal worker, machinist, etc. Specialized training/certification may substitute for two years experience.
Illustrator/Graphics Tech	Bachelor's Degree	BS/BA in a technical field, graphic arts or studio arts. Knowledge of illustrating/graphic techniques, including use of industry standard software for creation of graphics, cutaways, images and other visual representations. Familiarity with ordnance and weapons systems is desirable. Associate's degree and two years experience in graphic arts, or six total years of experience in the field may substitute for the degree
Senior Systems Analyst	Bachelor's Degree	BS/BA in Computer Science, Information Systems, Engineering, Business or other related scientific, functional, or technical disciplines. At least six years of working on progressively more complex systems/projects which demonstrate the ability to perform hardware and software design, analysis of computer systems, system solutions and requirements or other responsible work which demonstrates possession of the abilities and aptitudes required to perform specific technical duties related to the disciplines cited

		herein. A an additional four years of experience, related to disciplines cited herein, may substitute for the degree.
Systems Analyst	Associate's Degree	AS/AA in Computer, Information Systems, Engineering, Business or other related scientific, functional, or technical discipline. At least three years of experience with system installation and intergration of operationing system software, network software and hardware. Experience and ability to participate in all phases of system development including planning, analyse, development, intergration, testing and acceptance. An additional 2 years of experience, related to disciplines cited herein may be substituted for the degree.
Labor Relation Specialist (Key)	Master's Degree	MS in Labor Relations, Counseling or related discipline. At least 10 years experience in managing employee and labor relations programs in Federal Agencies. Knowledge of employee and labor relations case law. High degree of skill in dealing with labor union representatives. An additional six years of experience may substitute for a degree.
Radiography Technician (T/S required)	HS Diploma	Certification as Level II Non Destructive Test (Radiography) inspector in accordance with MIL-STD-410 and/or SNT-TC-1A. Minimum of 320 hours of actual experience in performing industrial radiography using industrial X-ray equipment and a minimum of 320 hours performing industrial radiography using gamma sources. T/S required
Administrative Assistance	HS Diploma	Three (3) years experience related to office administrative/clerical functions.
Organization Development Specialist	Bachelor's Degree	BS/BA in Business Management or related disciple. Ten years experience in position classification and organizational development, including position management and cost benefits analysis in Federal Agencies. Knowledge and experience in designing organizations in the most efficient, effective and economical manner. Requires analytical and evaluative techniques.

Section D – Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE

**IHD 31 – MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS ) (NAVSEA/IHD) FEB 2000**

- (a) Marking shall be in accordance with ASTM D 3951-90, “Commercial Packaging of Supplies and Equipment.”
- (b) Additional markings are stated below:

Contract No.:

Bldg.: **TO BE FILLED IN AT TIME OF AWARD**

Code:

\*Note: When the item is over 1000 lbs. The contractor is to stencil the weight on the crate.

## Section E - Inspection and Acceptance

### INSPECTION AND ACCEPTANCE TERMS

#### **TO BE SPECIFIED ON INDIVIDUAL TAKS ORDERS**

### CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

### CLAUSES INCORPORATED BY FULL TEXT

#### **HQ E-1-0001 - INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

#### **HQ E-2-0005 - INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (NAVSEA)**

Item(s) **All** - Inspection and acceptance shall be made at destination by a representative of the Government.

#### **IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

#### **IHD 7 VERIFICATION OF SERVICES AND TIME RECORDS (NAVSEA/IHD)**

(a) The performance of work and the assignment of personnel hereunder shall be subject to random verification by the Government from time to time during the effective period of the contract. The purpose of such inspection is to assure the qualifications of assigned personnel, verify the categories of labor being utilized, ascertain the accuracy of time and labor charges, preserve the identification of Government equipment and/or parts and material acquired for Government use and otherwise verify compliance with contractual requirements.

(b) In this regard the Contractor recognizes the Government's right to conduct random "checks" provided such are made during reasonable hours of the workday and do not unduly delay or inhibit workflow or Contractor performance. The Contractor agrees to make available, upon request, to cognizant Government personnel,

appropriate resumes, individual labor category classifications, pertinent time cards and payroll records and such other contract associated records as may be reasonably required to substantiate contract compliance.

(c) When review of work in-process is determined necessary by the Contracting Officer, the Government reserves the right to conduct this review at the Contractor's plant or to require the Contractor to bring work-in-process to the Indian Head Division, Naval Surface Warfare Center for review.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

**IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000**

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer  
Naval Explosive Ordnance Disposal Technology Division  
2008 Stump Neck Road  
Indian Head, Maryland 20640

**\*Note:** Most deliveries will be made to the above address. However, all delivery information will be identified in individual task/delivery orders.

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

**IHD 62 - PERIOD OF PERFORMANCE (NAVSEA/IHD) FEB 2000**

The Basic effort to be performed under this contract, including delivery of data, shall be completed within a period of 12 months beginning with the effective date of this contract, exclusive of options.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.242-7000

Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9001 – SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)**

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The contractor shall submit invoices and any necessary supporting documentation, in an original and 1 copies to the contract auditor at the following address:

Unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Contracting Officer's Representative. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
  - (1) Contract line item number (CLIN)
  - (2) Subline item number (SLIN)
  - (3) Accounting Classification Reference Number (ACRN)
  - (4) Payment terms
  - (5) Procuring activity
  - (6) Date supplies provided or services performed
  - (7) Costs incurred and allowable under the contract
  - (8) Vessel (e.g., ship, submarine or other craft) or system for which the supply/service is provided

- (e) A DD Form 250, "Material Inspection and Receiving Report,"

☒ X is required with each invoice submittal  
☐ is required only with the final invoice  
☐ is not required

- (f) A Certificate of Performance

☐ shall be provided with each invoice submittal  
☒ X is not required

- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs be ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(End of clause)

#### **HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)**

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

- (b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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#### **IHD 6 – CONTRACT POINTS OF CONTACT (NAVSEA/IHD)**

The following contact are provided for this contract:

Contract Administrator:  
Phone Number:  
E-mail Address:

Payments/Invoicing:  
Phone Number:  
E-mail Address:

**TO BE FILLED IN AT TIME OF AWARD**

Technical Representative:  
Phone Number:  
E-mail Address:

#### **IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea

Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<b><u>HOLIDAY</u></b>	<b><u>DATE OF OBSERVANCE</u></b>
New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<b><u>AREA</u></b>	<b><u>FROM</u></b>	<b><u>TO</u></b>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

#### **IHD 84 – ACCIDENT REPORTING (NAVSEA/IHD)**

(a) In accordance with DFARS 252.223-7002(d), the contractor shall immediately notify the Contracting Officer, Indian Head Division, Naval Surface Warfare Center, Indian Head, MD 20640-5035 following an accident of incident. Also, a written report shall be forwarded within 10 days of the accident or incident containing, at a minimum, the following:

- (1) Location, date and local time of the occurrence;
- (2) Category of accident (fire, explosion, natural disaster, etc.);
- (3) Identification of equipment, material and type of activity involved;
- (4) Contract number;
- (5) Procuring activity (name of PCO and ACO);
- (6) Narrative of occurrence, including cause(s), if known;
- (7) Personnel involved and degree of injury, if any. Specify whether contractor and/or Government personnel;
- (8) Assessment of damage. Estimate in dollars for contractor and/or government-owned material, property, equipment;
- (9) Was a news release made? If so, by whom? If not, will a news release be made?
- (10) Was a request made for any assistance?

- (11) Will there be any effect on production? If so, explain in detail;
- (12) Corrective action taken, if any;
- (13) Name and title of person submitting this report.

(b) The DCMA ACO shall immediately notify the Procurement Contracting Officer (PCO) following an accident or incident and then forward weekly written reports until the accident or incident no longer affects production and/or when contract deliveries are on schedule.

**IHD 86 - SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL (NAVSEA/IHD) FEB 2000**

Security badges will be issued by the Government only to those contractor personnel who require access to the Naval Explosive Ordnance Disposal Technology Division in connection with work to be performed under this contract. Approval for such issuance may only be granted by the COR or Contracting Officer. The Contractor shall maintain a register of employees currently authorized access to the Indian Head Division, Naval Sea Systems Command. This does not include badges temporarily authorized for contractor visitors to Indian Head Division, Naval Sea Systems Command. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Sea Systems Command. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

## Section H - Special Contract Requirements

### CLAUSES INCORPORATED BY FULL TEXT

#### **5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

**(End of Text)**

#### **5252.216-9112 ORDERS (COST-PLUS-FIXED-FEE) (JUN 2000)**

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) below, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer cited in paragraph (i). Each order shall:

- (1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, shall refer to the appropriate item under Section B of this agreement;
- (2) set forth quantities being ordered;
- (3) set forth preservation, packaging and packing instructions, if any;
- (4) set forth delivery or performance dates;
- (5) designate the place(s) where inspection and acceptance will be made by the Government;

- (6) set forth the estimates cost and fixed fee, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the indefinitized order and the maximum ceiling amount at which the order may be definitized;
- (7) set forth appropriation and accounting data for the work being ordered;
- (8) be dated;
- (9) be identified by number in accordance with DFARS 204.7004;
- (10) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;
- (11) set forth the disbursing office where payment is to be made and other applicable contract administration data;
- (12) cite the applicable circumstance or exception and the justification control number. Orders for items not identified in the class justification, or an individual justification, and the basic ordering agreement are unauthorized;
- (13) be issued on an SF 26 or a DD Form 1155; and
- (14) set forth pertinent information.

(c) Priced Orders. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work on an order until the estimated cost and fixed fee for the order has been agreed upon by the Contracting Officer and Contractor and an order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a cost proposal for the work specified in the order. The Contractor shall submit such cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, the Contractor and the Contracting Officer shall negotiate and agree upon a price and delivery schedule for the work being ordered. The estimated cost, fixed fee, and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting Officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a firm priced order, the Contracting Officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount and a schedule for definitization, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum amount (including fee) at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines it cannot feasibly perform the order, or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Undefinitized Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the CPFF and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its CPFF proposal; and, when required by FAR or the

Contracting Officer, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The CPFF agreed upon shall be set forth in a bilateral modification to the order. In no event shall the CPFF exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (l) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401, to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the total CPFF proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditures under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

(h) Initial Spares. The limitations set forth in paragraph (d) and subparagraphs (f)(2), (g)(2) and (g)(3), do not apply to undefinitized orders for the purchase of initial spares.

(i) Ordering Activities. The following activities are authorized to issue orders hereunder:

The Contracting Officer of the Ordering Activity shall forward a copy of each executed order marked "DD-350", to the Commander, Naval Sea Systems Command, ATTN: SEA 0293.

(j) Funds in the following amount are committed under this Basic Ordering Agreement for use by the Ordering Activity in obligating funds to pay for orders placed hereunder:

Item

Funds

**5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 91718-8000

Phone: (909) 273-4677 or DSN 933-4677  
FAX: (909) 273-5200  
Internet: <http://www.gidep.corona.navy.mil>

**(End of Text)**

**5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

	ESTIMATED	
<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>ALLOTTED TO FEE</u> <u>PERIOD OF PERFORMANCE</u>

\$

\$

**5252.237-9106     SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

**5252.245-9108    GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

**TO BE SPECIFIED ON INDIVIDUAL TASK/DELIVERY ORDERS**

**(End of Text)**

**IHD 1 - CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) NAVSEA/IHD  
(JAN 2001)**

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navsea.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**IHD 122 - PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (FEB 2000) (NAVSEA/IHD)**

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. This pricing form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is not overall reduction in the total estimated cost of the order.

#### **IHD 123 - SF 294 AND SF 295 REPORTING REQUIREMENTS (FEB 2000)(NAVSEA/IHD)**

##### **(1) SF 294 Subcontracting Report for Individual Contracts:**

This report is required for each contract containing a Subcontracting Plan. Semi-Annually during contract performance for the periods ending March 31st and September 30th. A separate report is required for each contract at contract completion. Reports are due 30 days after the close of each reporting period unless otherwise directed by the contracting officer.

##### **(2) SF 295 Summary Subcontract Report:**

This report must be submitted semi-annually during contract performance for the six months ending March 31st and the twelve months ending September 30th. Reports are due 30 days after the close of each reporting period.

(NOTE: Use Special Instructions for Commercial Products Plans, see back of SF 295.)

##### **(3) SF 294 and SF 295 shall be submitted to the following personnel:**

<u>Name/Address/Title</u>	<u>Submit SF294</u>	<u>Submit SF295</u>
1. Contracting Officer (address shown on page 1 of contract document)	yes-original	yes - original
2. NAVSEA, IHD Small Business Specialist Code SB 101 Strauss Avenue Indian Head, MD. 20640-5035	yes-copy	yes - copy
3. DCMAO (address shown on page	yes-original	yes-original

**IHD 125 - TYPES OF DELIVERY ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS (FEB 2000) (NAVSEA/IHD)**

- (a) The following types of delivery orders will be issued under this contract: **Cost-Plus-Fixed-Fee**

**IHD 126 – GOVERNMENT-FURNISHED PROPERTY (FEB 1997) (NSWC/IHD)**

- (a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with the following schedule:

**TO BE SPECIFIED ON INDIVIDUAL TASK/DELIVERY ORDERS**

- (b) The property will be delivered at the Government's expense at or near (the contractor is to insert the address, city or town, and state where the plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team tract at which rail shipments will be received, as well as the name of the railroad(s)):
- (c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.
- (d) Within 30 days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

**IHD 150 - OPERATING SOFTWARE (MAR 2000) (NAVSEA/IHD)**

The operating software required to make use of the equipment acquired under this contract will be provided and supported by the contractor. Operating software refers to those routines that interface directly with hardware peripheral devices, the computer operations, and applications and utility programs.

## Section I - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	FEB 2002
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan – Alternate II	OCT 2001
52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
52.222-2	Payment for Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act of 1965, as Amended	MAY 1989
52.222-47	Service Contract Act (SCA) Minimum Wages and Fringe Benefits	MAY 1989
52.223-6	Drug-Free Workplace	MAR 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restriction on Certain Foreign Purchases	OCT 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization And Consent	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-13	Patent Rights-Acquisition by the Government	JAN 1997
52.227-14	Rights in Data--General	JUN 1987
52.228-7	Insurance – Liability to Third Parties	MAR 1996

52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-17	Interest	JUN 1996
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25 Alt I	Prompt Payment – Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes – Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award – Alternate I	JUN 1985
52.237-3	Continuity of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes – Cost-Reimbursement (Aug 1987) – Alternate I	APR 1984
52.243-7	Notification of Changes	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) – Alternate I	AUG 1998
52.244-5	Competition in Subcontracting	DEC 1996
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)	JUN 2003
52.245-17	Special Tooling	DEC 1989
52.246-25	Limitation of Liability – Services	FEB 1997
52.247-63	Preference for U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost-Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display of DoD Hotline Poster	DEC 1991
252.204-7000	Disclosure of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition from Subcontractors subject to On-Site Inspection under the Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)	APR 1996
252.223-7002	Safety Precautions for Ammunition and Explosives	MAY 1994
252.223-7004	Drug-Free Workplace	SEP 1988
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	APR 1993
252.225-7012	Preference for Certain Domestic Commodities	FEB 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises – DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995

252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the last effective day of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00 (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of the total value of the contract (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of the total value of the contract (insert dollar figure or quantity);  
or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum

order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after expiration of the contract.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 365 days.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years, inclusive of options.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage – Fringe Benefits

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

- (a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:
- (1) Federal Insecticide, Fungicide and Rodenticide Act;
  - (2) Federal Food, Drug and Cosmetics Act;
  - (3) Consumer Product Safety Act;
  - (4) Federal Hazardous Substances Act; or
  - (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT

- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

- (a) Definition. "Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.
- (b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY

- (c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.
- (d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.
- (e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.
- (f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier-
  - (1) For the development, production, manufacture, or purchase of AA&E; or
  - (2) When AA&E will be provided to the subcontractor as Government-furnished property.
- (g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)

- (a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-
  - (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
  - (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
  - (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
  - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

- (b) The requirements of this clause do not apply to any subcontractor that is-
  - (1) A foreign government;
  - (2) A representative of a foreign government; or
  - (3) A foreign corporation wholly owned by a foreign government.
- (c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 24; telephone, DSN 228-9113 or commercial (202) 433-9113.

(End of clause)

#### 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

- (a) The Contractor shall provide an annual report—
  - (1) For all DoD property for which the Contractor is accountable under the contract;
  - (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;
  - (3) In duplicate, to the cognizant Government property administrator, no later than October 31.
- (b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

#### 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address (include point of contact and telephone number ) :

(End of clause)

Section J – List of Documents, Exhibits, and Other Attachments

Attachment (1) – Contract Data Requirements List (CDRL), DD Form 1423

Attachment (2) – Wage Determination 94-2103 Rev (30)

Attachment (3) – Sample Cost Proposal

Attachment (4) – Contract Administration Plan

Attachment 4

FOR COST REIMBURSEMENT TEMR COMPLETION/INDEFINITE DELIVERY, INDEFINITE QUANTITY  
CONTRACT

CONTRACT ADMINISTRATION PLAN  
CONTRACT NO. N00174-04-D-

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarification, or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
  - a. All pre-award information, questions, data, or Freedom of Information inquiries.
  - b. Post-award conference.
  - c. All post-award changes or interpretations regarding the scope, terms, or conditions of the basic contract and/or task orders (unless technical clarifications/questions can be resolved by the COR).
  - d. Request, obtain, and evaluate proposals for task orders to be issued.
  - e. Negotiate/determine the price/estimated cost of the order is fair and reasonable for the effort proposed (may require COR assistance).
  - f. Issue order and obligate funds.
  - g. Authorize overtime (only if provided for in contract).
  - h. Authorize performance to begin (includes emergencies).
  - i. Maintains oversight to assure that funds and contract scope are not exceeded.
  - j. Monitoring the COR.
  - k. Meet at least annually with COR to review contract performance (joint responsibility of COR). This may be satisfied telephonically, depending on the circumstances.
  - l. Perform all Contracting Officer functions not delegated to CAO.
2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.
3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract/task order prior to final payment to the contractor.
4. PAYING OFFICE is responsible for payment of proper invoices after acceptance (constructive or actual) or approved provisional payment.
5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
  - a. Controlling all Government technical interface with the contractor and providing technical advice and clarifications on the statement of work.
  - b. Providing copies of all government/contractor technical correspondence to the PCO.

- c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation, or waiver (whether generated by the Government or the contractor).
- d. Promptly reviewing the COR copy of the contractor's invoice (public voucher). This includes monitoring of the direct cost of labor, material, travel, etc. to assure invoice is consistent with the task order and the progress made to date and that the charges appear proper. If the COR disagrees with any of the costs in the invoice, he/she will immediately notify DCAA via letter to DFAS (with a copy to the PCO) so they can include these areas in their final audit.
- e. Monitoring (a) the types of labor categories and number of hours ordered, and (b) that which is actually performed, to assure that neither result in the use of a predominance of the higher cost labor categories, unless actually required. Maintaining a log, by task order, of the hours ordered, and the hours performed (received and accepted), the value of the task order as issued, and the amount invoiced and approved. (Provide log with annual report).
- f. Quality assurance, inspection and acceptance of services and deliverable data.
- g. In the event of contractor delay, or failure to perform, determine the cause, and make recommendations to the PCO for corrective action.
- h. Meeting at least quarterly with the PCO to review contract performance. This may be satisfied telephonically, depending upon the circumstances.
- i. Statement of Work (SOW) for task orders. The SOW for a task order should be prepared by Navy personnel other than the COR who is responsible for the acceptance of services and certification of invoices. In this instance, the COR is responsible for final submission and review of the SOW and DD 1423; otherwise, the COR is responsible for preparing the SOW.
- j. Preparing INDEPENDENT Government estimate prior to submitting RCP to PCO to request task order. Assist PCO in negotiations if requested. The estimate must be in detail and must include specific breakdown of hours, travel (with estimates and destinations), material (items and costs), and other (as applicable).
- k. Maintaining a COR file of all correspondence with the PCO and contractor and copies of all invoices.
- l. If the task order is incrementally funded, the COR shall provide funding, as necessary, to assure required continuity of services.
- m. Complying with SECNAVINST 4200.27A, "Proper Use of Contractor Personnel," NAVSEAINST 4200.19, "Service Contract Restriction and Safeguards," NAVSEAINST 4200.17B and SECNAVINST 4205.5, "Contracting Officer's Technical Representative," and the Contracting Officer's COR Appointment Letter.
- n. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually. The report should address all aspects of contractor performance, including cost effectiveness, quality, and timeliness of contractor performance (and shall include task order log).
- o. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.
- p. Contract Performance Assessment System (CPARS).

( X ) This contract WILL be registered in the CPARS database by the Contracts Division with the assistance of the COR. As stated in the COR appointment letter, the COR is responsible for updating the CPARS database.

( ) CPARS does NOT apply to this contract.

NAMES/ADDRESSES/CODES/TELEPHONE NUMBER OF COGNIZANT INDIVIDUAL/OFFICE

COR \_\_\_\_\_  
Name Code Telephone

PCO (refer to Contracting Officer who signed contract documents)

\_\_\_\_\_  
Name Code Telephone

DCAA (refer to the invoice clause of the contract, Section G)

PAYING OFFICE (refer to page one of contract document)

CAO (refer to page one of contract document)

## Section K - Representations, Certifications and Other Statements of Offerors

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of

an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<b>Place of Performance(Street Address, City, State, County, Zip Code)</b>	<b>Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent</b>

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541710 (insert NAICS code).

(2) The small business size standard is 1000 employees (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that-

- (a) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that-
  - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
  - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]
    - [ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
    - [ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
    - [ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
    - [ ] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
      - (A) Major group code 10 (except 1011, 1081, and 1094)
      - (B) Major group code 12 (except 1241).
      - (C) Major group codes 20 through 39.
      - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
      - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
    - [ ] (v) The facility is not located in the United States or its outlying areas.

(End of provision)

52.227-15 Representation of Limited Rights Data and Restricted Computer Software (May 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility. (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror. (c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]-

( ) None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

( ) Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General."

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer,

in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

## 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest

includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

#### 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether

transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

### CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-14	Notice of Priority Rating for National Defense Use	SEP 1990
52.215-1	Instructions to Offerors-Competitive Acquisition	MAY 2001
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be (X) DX rated order; ( ) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 101 Strauss Ave., Bldg. 1558, Indian Head, MD 20640-5035.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

(End of provision)

#### **HQ L-2-0003 - FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)**

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the **Top Secret** level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

**(End of Provision)**

#### **HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)**

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to the Naval Explosive Ordnance Disposal Technology Division, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

**(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.**

#### **HQ L-2-0009 SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)**

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

**\*NOTE: This requirement requires 30% of the total costs be set aside for small businesses**

**(End of Provision)**

#### **HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

### **IHD 195 – SECTION L PROPOSAL REQUIREMENTS (APR 1997) (NSWC/IHD)**

#### **I. GENERAL INSTRUCTIONS**

The Government intends to award a single contract as a result of this solicitation. Each Offeror shall submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the RFP. Use of general or vague statements such as "standard procedures will be used" will not satisfy this requirement. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the Offeror's lack of understanding or cost consciousness. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired.

The Offeror shall not repeat information required in the responses in two or more proposal data requirements. Such information shall be presented in detail in the one area of the proposal where it contributes most critically to the discussion of the data requirement. In other areas where discussion of the same information is necessary, the Offeror shall refer to the initial discussion and identify its location within his proposal.

The proposal shall contain all the pertinent information in sufficient detail to permit evaluation of the proposal. This shall include cross-referencing for traceability.

Each Offeror must submit an offer/proposal and other written information in strict accordance with these instructions.

#### **Instructions for Written Proposals**

- a. Legibility, clarity, and compliance with the requirements of the solicitation are essential.
- b. Clarity and completeness of the proposal are of utmost importance. Use of general or vague statements such as “standard procedures will be used” will not satisfy this requirement.
- c. Each volume shall contain a table of contents listing the chapters, sections, subsections, page numbers, etc. Each volume shall be bound separately. All pages in each volume shall be numbered and each chapter/section within a volume shall be on a new page. Each volume shall include a cover page that contains the following:
  1. The full company name and address of the Offeror including phone and fax numbers;
  2. The point(s) of contact for technical and contractual issues including phone and fax numbers, and e-mail addresses;
  3. The volume number, title, copy number, and the Offeror’s tracking number;
  4. The solicitation number for the RFP.
- d. No electronic copies. Hard copies shall not contain hyperlinks to Internet sites.
- e. Only Volumes I and III shall contain price/cost information.
- f. Page Limit information:
  - a. Volume I – no page limit
  - b. Volume II –
    - i. Subfactor Understanding of the SOW has a page limit of 35 pages. This page limit does NOT include the resumes. Section L requires the submission of 5 resumes, each with a three page limitation making the maximum number of pages for resumes 15. Therefore, the response to subfactor Understanding of the SOW shall not exceed a total of 50 pages.
    - ii. Subfactor Experience has a page limit of 25 pages. This page limit does not include the matrix.
  - c. Volume III – no page limit
  - d. Cover pages and table of contents are NOT included in the page limitations.
  - e. Fold-outs pages are acceptable for the purposes of graphs, tables and other illustrations and WILL count in the page limitation.

When evaluating an Offeror, the Government will consider how well the Offeror complied with both the letter and spirit of these instructions. The Government will consider any failure on the part of an Offeror to comply with both the letter and spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages Offerors to contact the Contracting Officer by telephone, facsimile transmission, mail, or e-mail in order to request an explanation of any aspect of these instructions.

Each Offeror shall submit the information required by Offer/Proposal Submission, Offeror Capability Information, and Cost and Price Information.

#### **A. Offer/Proposal Submission**

The RFP includes the potential (or model) contract or proposal consisting of:

##### **Volume I - Offer/Proposal (2 copies)**

- Completion of blocks 12 through 18 of the SF33 by the Offeror

- Section B CLIN prices or costs and fees inserted by the Offeror
- Consent and agreement to the Statement of Work and all clauses applicable to each section and the ones with fill-ins completed by the Offeror
- Sections A through J of the solicitation completed, all requested information provided and returned by the Offeror in its entirety with no exceptions taken. Any exceptions would have to be cured through discussions at the discretion of the Contracting Officer.
- Acceptance via signature of all amendments
- Indication of a Top Secret Facility Clearance CAGE Code, DSS office and Phone number

These items constitute the Offeror's assent to the terms of the RFP and the Offeror's proposal prices or estimated cost and fee. By submitting these items, a promise is made by the Offeror to accede to the terms and conditions of the RFP and complete the specified work in accordance with those terms and conditions.

**Volume II - Offeror Capability Information (5 copies)**

- Understanding of the Statement of Work Requirements
- Relevant Experience Matrix and Supportive Narrative (not to exceed 25 pages)
- Past Performance Matrix
- Section K completed by the Offeror

**Volume III - Cost and Price Information (2 copies)**

- Cost and Pricing Information
- Small Business Subcontracting Plan (evaluated separately and distinctly from other factors)

**B. Offeror Capability Information**

**1. Understanding of the Statement of Work-**

The offeror, including its subcontractor(s), shall provide a narrative, not to exceed 35 pages (exclusive of resumes), demonstrating their overall knowledge and understanding of the related organizations and interrelationships of the Joint Service EOD Technology Division's Mission Requirements. These NAVEODTECHDIV efforts support the Office of the Secretary of Defense in executing the requirements of the Joint Services, the Department of the Navy, and the Naval Sea Systems Command. This support is provided through the Command organizational structure.

- Information Management & Resource Planning Department
- Operations Department
- Equipment Management Department
- Research & Development Department
- EOD Program Management Office
- Special Operations
- Environmental Protection Office
- Explosive & Occupational Safety Office
- International Program Office
- Comptroller Office

Typically, support is also provided to Naval Surface Warfare Center, Office of Naval Research, Defense Advance Research Project Agency, Mine Warfare Command, Interagency Training Center, and other federal agencies. Services shall be provided to meet the discreet and highly specialized activities in performing NAVEODTECHDIV core mission functions.

The offeror shall submit resumes on the five positions identified in the category listing as key. Only one resume per category is required. Resumes shall be limited to 3 pages per resume.

**a. Key Personnel Qualifications.** Key Personnel Qualifications are contained in **Section C**. For the following key personnel the offeror shall provide the following:

(1) Resumes of all proposed key personnel;

Program Manager	1 resume
Sr Design Engineer	1 resume
EOD Technician	1 resume
Sr Library Technician	1 resume
Radiography Technician	1 resume

(2) A signed letter of agreement of employment, or commitment agreement if pending employment;

**b. Resumes.** Resumes for Key Personnel shall be formatted in accordance with the following:

The information shall be organized in the Offeror's format. Resumes for Key Personnel shall be signed by the individual and a corporate official certifying the accuracy of the information contained therein. All resumes shall include brief discussions of how the individual meets the required Knowledge, Skills and Abilities as indicated in the labor category definitions. In addition, all resumes for Key Personnel must provide, as a minimum, the following information:

(1) Name, years of experience, training, unique or special qualifications, current level of security clearance, positions held and tenure with the firm. If the individual is a pending employee, signed Commitment Agreements (agreement to work and a "yes" or "no" for agreed upon salary (*Do not include cost information in this section*)) between the individual and offeror are to be inserted behind the resumes in the proposal.

(2) Degrees held by each individual and/or other pertinent education. Include date(s), degree(s), major, and respective college or university at which the degree(s) was received.

(3) The work history of each project member as it relates to the anticipated task(s) to be assigned to that individual. Include dates for the various kinds of experience shown.

(4) A correlation of the relationship of experience/training to the projected task description.

## **2. Relevant Experience**

Experience is the opportunity to learn by doing. The Offeror shall provide evidence that demonstrates, during the past (3) years, the opportunity to learn about relevant work processes and procedures and about the nature, difficulties and uncertainties associated with performing the kind of work that will be required under the prospective contract. The Offeror shall identify Federal, state and Local governments, and private contracts, (Contract #, technical point of contact with address and telephone number) performed by them within the past three (3) years that were similar in nature to the requirements of this RFP. The offeror shall not provide more than three supporting narratives for any experience area called out in the Experience Matrix.

The information shall be submitted on the Experience Matrix, Next Page. A sample of the information expected is shown on the matrix. A supportive narrative as to the benefits gained from each contract/subcontract reference identified, shall be included with the Matrix. This should be a summary of the Offeror's experience in each of the SOW task areas and shall discuss the direct relevancy to the SOW task areas and shall validate the information provided in the matrix. It shall not parrot the SOW task descriptions, as that is ineffective in supporting the Offeror's claim of having gained experience in the given task area. This narrative shall not exceed 25 pages in total. The

offeror may also provide information on problems encountered on the identified contracts and corrective actions taken.

EXPERIENCE MATRIX

REFERENCE	PARA 4.1.1	PARA 4.1.2	PARA 4.1.3	PARA 4.1.4	PARA 4.1.5	PARA 4.1.6	PARA 4.1.7
NAVSEA PMS 303 3000 Jefferson Davis Hwy Arlington, VA 12345 POC: Capt. Kirk (COR) 202-123-9999 N00174-00-D-0000	●		●	●		●	
NAVAIR 5000 Jefferson Davis Hwy Arlington, VA 12345 POC: Capt. Smith (COR) 202-123-4567 N00421-02-C-0000		●		●	●		●
NAVSEA PMS ABC 3000 Jefferson Davis Hwy Arlington, VA 12345 POC: Capt. Doe (COR) 202-123-8990 N00174-03-D-0000	●			●	●	●	

**Table continued:**

REFERENCE	PARA 4.1.8	PARA 4.1.9	PARA 4.1.10	PARA 4.1.11	PARA 4.1.12	PARA 4.1.13
NAVSEA PMS 303 3000 Jefferson Davis Hwy Arlington, VA 12345 POC: Capt. Kirk (COR) 202-123-9999 N00174-00-D-0000	●		●			●
NAVAIR 5000 Jefferson Davis Hwy Arlington, VA 12345 POC: Capt. Smith (COR) 202-123-4567 N00421-02-C-0000		●		●		
NAVSEA PMS ABC 3000 Jefferson Davis Hwy Arlington, VA 12345 POC: Capt. Doe (COR) 202-123-8990 N00174-03-D-0000		●			●	●

**Table continued:**

REFERENCE	PARA 4.2.1	PARA 4.2.2	PARA 4.2.3	PARA 4.2.4	PARA 4.2.5	PARA 4.2.6	PARA 4.2.7	PARA 4.2.8
NAVSEA PMS 303 3000 Jefferson Davis Hwy Arlington, VA 12345 POC: Capt. Kirk (COR) 202-123-9999 N00174-00-D-0000		●			●			
NAVAIR 5000 Jefferson Davis Hwy Arlington, VA 12345 POC: Capt. Smith (COR) 202-123-4567 N00421-02-C-0000	●	●	●					
NAVSEA PMS ABC 3000 Jefferson Davis Hwy Arlington, VA 12345 POC: Capt. Doe (COR) 202-123-8990 N00174-03-D-0000				●		●	●	●

REFERENCE COLUMNS SHOULD INCLUDE GOVERNMENT ACTIVITY/COMPANY NAME,  
POC, AND TELEPHONE NUMBER

**(3) Past Performance**

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: 1) satisfied its customers; and 2) complied with Federal, State, and local laws and regulations. The Government will inquire about: 1) the quality and timeliness of the Offeror's work; 2) the reasonableness of its prices, costs, and claims; 3) the reasonableness of its business behavior -- its willingness to cooperate and helpfulness in solving problems; 4) its concern for the interest of its customers; and 5) its integrity.

The Government will also assess an offeror's record in complying with subcontracting plan goals, if applicable.

The Past Performance Questionnaire in **Section L, Attachment 1** will be used to collect this information. In addition, the Government may use past performance information obtained from other sources.

The offeror and their subcontractors shall complete lines A through H on page 2 of 3 of the questionnaire in **Section L, Attachment 1** of the RFP and send a copy directly to the Program Manager/COR. This should be done within seven days after receipt of the RFP. The offeror shall request the Program Manager/COR to complete the questionnaire and forward it to the following address no later than the due date for this solicitation (See Block #9 of SF-33 of the RFP):

OUTSIDE ENVELOPE:                      Commander, Indian Head Division  
Naval Surface Warfare Center  
Supply Department, Bldg. 1558  
Attn: Jessica Maddox, Code 11431  
101 Strauss Ave.  
Indian Head, MD 20640-5035

INNER ENVELOPE:                      Attn: Ms. Jessica Maddox  
RFP N00174-04-R-0006

In addition, offerors shall prepare and submit a Past Performance Reference List to the above address as soon as is practicable after receipt of the RFP, but in no event shall it be later than the due date for this solicitation.

**The Offeror's reference information must be current to facilitate the evaluation process. Failure of the Offeror's references to respond within the allocated timeframe will result in the inability of the government to rank the Offeror's past performance and will affect the overall Level of Confidence Assessment Rating (LOCAR) of the Offeror's capability.**

The Past Performance Reference List shall contain the following information prepared in the following format:

**PAST PERFORMANCE REFERENCE LIST**

(1) Contract Number	(2) Contract Type	(3) Program Title & Brief Desc. Of Work Performed	(4) PC/SC	(5) POC Name Telephone	(6) Date Questionnaire Faxed/Mailed

*(Chart compressed to fit page. Offerors may expand and format for a landscaped page.)*

- (1) Contract No./Delivery Order
- (2) Contract/Delivery Order Type
- (3) Program Title, including a brief [50 words or less] description of work performed.
- (4) Enter PC if performed as Prime Contractor or SC if performed as Sub-Contractor.
- (5) Point of Contact Name and Telephone Number
- (6) Date Questionnaire faxed/mailed to the Program Manager/COR

The Offeror shall explain, if any, the role that subcontractor's have played in contributing to the successes and/or failures of the offeror and to what extent subcontractors performance has contributed to the past performance evaluation.

Offerors must either provide the above information or affirmatively state that it possesses no relevant, directly related, or similar past performance.

**SECTION L, ATTACHMENT 1**

**EXPERIENCE AND PAST PERFORMANCE QUESTIONNAIRE**

Program Managers, or their Contracting Officer Representatives, are requested to complete the attached past performance questionnaire to be used in evaluating past performance. Upon completion please submit to:

OUTSIDE ENVELOPE: Commander, Indian Head Division  
Naval Surface Warfare Center  
Attn: Jessica Maddox, Code 11431  
Supply Department, Bldg. 1558  
101 Strauss Ave.  
Indian Head, MD 20640-5035

INNER ENVELOPE: Attn: Ms. Jessica Maddox, Code 11431  
RFP N00174-04-R-0006

**SOURCE SELECTION  
EXPERIENCE AND PAST PERFORMANCE QUESTIONNAIRE**

- A. CONTRACTOR: \_\_\_\_\_
- B. CONTRACT NUMBER: \_\_\_\_\_
- C. CONTRACT TYPE: \_\_\_\_\_
- D. ORIGINAL CONTRACT VALUE: \_\_\_\_\_
- E. CURRENT CONTRACT VALUE: \_\_\_\_\_
- F. NATURE OF EFFORT: \_\_\_\_\_
- G. PERIOD OF PERFORMANCE: \_\_\_\_\_
- H. PLACE OF PERFORMANCE: \_\_\_\_\_

Please complete the questionnaire as a coordinated effort for the Contracting Officer. For the first 18 questions, choose the number on the scale of 1 to 5, which most accurately describes the Contractor's performance on the contract listed above. A **"5"** represents *superior performance*, and **"1"** indicates *unacceptable performance*. If the question is *not applicable*, circle **"N/A"**. Please add any comments and information that may help to determine the Contractor's probable performance.

- |  |   |   |   |   |   |     |
|--|---|---|---|---|---|-----|
| 1. Evaluate the Contractor's compliance with contractual terms and conditions.   | 1 | 2 | 3 | 4 | 5 | N/A |
| 2. Evaluate the Contractor's adherence to task schedules and mission requirements.   | 1 | 2 | 3 | 4 | 5 | N/A |
| 3. How well did the Contractor demonstrate the ability to overcome program, technical, or schedule difficulties?                                 | 1 | 2 | 3 | 4 | 5 | N/A |
| 4. Evaluate the Contractor's responsiveness to technical direction.  | 1 | 2 | 3 | 4 | 5 | N/A |
| 5. Evaluate the Contractor's technical judgment as demonstrated by the quality of their design reviews.  | 1 | 2 | 3 | 4 | 5 | N/A |
| 6. Evaluate the Contractor's ability to solve business management problems without extensive guidance from the procuring activity counterpart.   | 1 | 2 | 3 | 4 | 5 | N/A |
| 7. How responsive and reasonable was the Contractor with regard to negotiating changes and modifications.  | 1 | 2 | 3 | 4 | 5 | N/A |
| 8. Evaluate the Contractor's labor force in terms of overall qualifications to perform the work required.  | 1 | 2 | 3 | 4 | 5 | N/A |
| 9. Evaluate the Contractor's willingness and ability to integrate as a team with the existing work force, (Government and/or other contractors.) | 1 | 2 | 3 | 4 | 5 | N/A |

- |   |   |   |   |   |   |     |
|---|---|---|---|---|---|-----|
| 10. Evaluate the stability of the Contractor's work force   | 1 | 2 | 3 | 4 | 5 | N/A |
| 11. How well did the Contractor exercise management control over his own personnel?   | 1 | 2 | 3 | 4 | 5 | N/A |
| 12. If the Contractor used subcontractor(s), how well did the Contractor exercise management control over the subcontractor(s)? | 1 | 2 | 3 | 4 | 5 | N/A |
| 13. Evaluate the Contractor's work control procedures.  | 1 | 2 | 3 | 4 | 5 | N/A |
| 14. How responsive was the Contractor to after hours emergency calls?   | 1 | 2 | 3 | 4 | 5 | N/A |
| 15. Evaluate the Contractor's cost reporting and estimating system.   | 1 | 2 | 3 | 4 | 5 | N/A |
| 16. Evaluate the Contractor's ability to control costs, including overhead.   | 1 | 2 | 3 | 4 | 5 | N/A |
| 17. Evaluate the responsiveness and quality of Contractor reports and documentation.  | 1 | 2 | 3 | 4 | 5 | N/A |
| 18. Evaluate the Contractor's development and utilization of key personnel.   | 1 | 2 | 3 | 4 | 5 | N/A |
| 19. If the contract specified subcontracting goals, how well did the Contractor comply?   | 1 | 2 | 3 | 4 | 5 | N/A |

20. How has the use of uncompensated overtime affected productivity?

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- |  |             |    |
|--|-------------|----|
| 21. Was the Contractor cooperative in negotiations and in resolving issues?  | YES         | NO |
| 22. Have there been any termination's of tasks due to inability to meet technical requirements, delivery schedules, or cost Predictions?<br>If so, how many? | YES         | NO |
| 23. Would you award similar contracts to the Contractor in the future?   | YES         | NO |
| 24. What role did you play (e.g. COR, Contract Specialist, ACO)?<br>How long?  | <hr/> <hr/> |    |

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NAME (*Printed*)/P hone

SIGNATURE

DATE

**Comments:**

### C. Cost and Price Information

There is no limitation on number of pages, page format, or print size for the cost proposal.

The Offeror shall prepare the cost proposal in accordance with the following organization, content and format requirements to assist the Government in making a complete and thorough evaluation. An original and **two** copies of each prime and subcontractor, if applicable, cost proposal shall be submitted to the Procuring Contracting Officer for evaluation. Only one copy of Microsoft Excel 5.0, 3.5" disk(s) with the contractor's and subcontractor's cost proposal need be submitted. Only Microsoft Excel is acceptable (**Office 97 preferably--any later version of Microsoft Excel is NOT ACCEPTABLE**).

**The Offeror shall take precautions to the maximum practical extent to ensure that the disk submitted contains no computer viruses.**

**Furnish all cost proposal information in the order listed. Maintain this lettering system. If certain information is not available or not applicable, so state. This requirement also applies to any subcontractor(s) you may intend to utilize for performance of this contract.**

- (a) Assumptions made in preparing the cost proposal. Any qualifications to any requirement of the cost proposal preparation process. Any inconsistency, whether real or apparent, between promised performance and cost shall be explained.
- (b) ONE COPY OF YOUR COST PROPOSAL SHALL BE SENT TO YOUR COGNIZANT DCAA CONCURRENT WITH THE SUBMISSION TO THE PROCURING CONTRACTING OFFICER. YOUR PROPOSED SUBCONTRACTORS, IF ANY, SHALL BE INSTRUCTED TO DO THE SAME. Provide confirmation and date that copies of this cost proposal were submitted to DCAA, along with a telephone number and point of contact.
- (c) List of subcontractors that are submitting cost information independently.
- (d) Briefly describe information concerning the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statement.
- (e) If you are currently being audited, or have been audited by Defense Contract Audit Agency (DCAA) within the past twelve months, it is requested that the name, phone number and location of the assigned DCAA office be furnished with your proposal along with the audit number.
- (f) State the source and date of acceptance of adequacy of the Offeror's accounting system.
- (g) If the Offeror has an approved Purchasing System, provide the source and date of latest review. If the Offeror does not have an approved Purchasing System, state what processes are used for purchases of such items as materials, travel, and training.
- (h) State whether direct labor rates are subject to a Forward Pricing Rate Agreement (FPRA) with the Government. If so, the Offeror shall attach a copy of the FPRA as Attachment (1) to the Volume III - Cost Proposal.
- (i) If the Offeror is aware of differences between DCAA recommended rates and those rates proposed, the Offeror shall identify the specific rates and explain the differences. This includes labor rates, indirect rates, material burdens, and G&A rates.
- (j) State the escalation rate use for each year and the basis for this particular rate. Escalation shall not be applied to labor categories listed on the Department of Labor (DOL) Wage Determination.

(k) The cost proposal must furnish an explanation of the Offerors "company policy" on the accumulation of costs for vacations, sick leave, holidays, and other compensated leave or time off.

(l) Describe how the Offeror treats, for accounting purposes, the costs of employee training and whether such training occurs during the normal work week or outside the normal work week. Also, the Offeror shall define how Government-sponsored training costs are kept separate from contractor-training costs.

(m) It is recognized that some of the labor category titles used in the RFP may not exactly match the titles normally used in particular company operations. Accordingly, in order to permit a rapid comparison between the labor team proposed in response to this RFP and the Offerors actual labor mix, each proposal must provide the following:

- (i) Direct labor rates related to the labor categories specified in the RFP.
- (ii) A statement of the Offerors normally used nomenclature for each labor category included herein, together with a copy of the Offerors own position description for each labor category.
- (iii) A statement of any other labor categories and related qualifications between any category established herein and the category normally used.

A cross-reference matrix of labor category nomenclature must be provided.

(n) If the Offeror is NOT proposing uncompensated overtime, so state. If the Offeror is proposing uncompensated overtime, 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997) applies.

(o) Define and explain the rationale for all burdens that will be applied to material. Explain how material rebates, incentives, or other inducements provided to the Offeror will be treated.

(p) Indicate any other proposed indirect rate(s) for each year and the base to which the rate is applied.

(q) Specify proposed General & Administrative (G&A) rate(s) for each year. Indicate the base to which the rate is applied.

(r) If an Offeror elects to claim facilities capital cost of money as an allowable cost, the Offeror must submit the calculation of the proposed amount on a DD Form 1861, Contract Facilities Capital Cost of Money, or computer generated equivalent with the applicable cost of money base and rates displayed. Failure to complete all necessary information may result in delay in analysis and delay in contract award. In addition, the Offeror must provide the percentages for the Distribution of Facilities Capital Employed by land, buildings, and equipment. Current Department of the Treasury Rates is available at <http://www.publicdebt.treas.gov/opd/opdprmt2.htm>.

(s) Provide an explanation of how your spreadsheet is constructed.

(t) Each subcontractor must submit a statement indicating whether the release of pricing assistance data results to the Prime Contractor is allowed or prohibited. The Offerors are required to provide an assessment and determination that the cost proposed by any subcontractor is fair and reasonable (FAR 15.404-3). The Government will not allow the Prime Contractor to receive Fee on subcontractor fee dollars.

(u) Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. Current annual salary is required only if the employee is currently employed by the Offeror or subcontractor. If the employee is a contingency hire, the Offeror or subcontractor must include the agreed to annual salary of the prospective employee. The compensation plan for new employees may be estimated, but shall be consistent with the Offeror's overall proposal. See FAR Clause 52.222-46 "Evaluation of Compensation for Professional Employees (FEB 1993)" of Section M of this RFP.

(v) Yearly Breakout: Each Offerors Cost Proposal shall be prepared based on the number of labor hours by labor category, travel, and material estimates set forth below under the heading "For Proposal Preparation Purposes Only" herein. Also, indicate how burden and G&A rates, and any other indirect rates are developed, by listing costs included in these indirect cost items.

The quantities of hours of labor for each labor category set forth under the heading "For Proposal Preparation Purposes Only" herein are to be used by the Offeror for computing total labor costs and represent the Government's current best estimate of requirements. However, the Government cannot guarantee either the estimated quantities of labor hours shown for individual labor categories or the total estimated labor hours for the entire period of contract performance (5 years).

All Offerors are to submit their cost proposal in accordance with the following instructions and sample/example contained in Attachment (3) (Section J) hereto. All cost proposals are to be prepared using Microsoft Excel (Office 97 preferably--any later version of Microsoft Excel is NOT ACCEPTABLE).

Attachment (3) in Section J - Excel spreadsheet is for an example only. The amounts shown in the sample spreadsheets are for illustration only. Do not propose these numbers.

THE PRIME CONTRACTOR SHALL SUBMIT ITS PROPOSAL ON WHITE BOND PAPER ONLY along with as many 3.5" high-density disks (appropriately labeled as to content) as needed for the entire cost proposal (prime and subcontractor(s), if applicable). Only one set of 3.5" disks need be submitted. Each proposal, prime and subcontractor, is to be prepared in accordance with the following instruction and sample.

EACH PROPOSED SUBCONTRACTOR IS TO PREPARE A COST PROPOSAL SPREADSHEET IN THE SAME FORMAT AS PRESENTED HERE. If a proposed subcontractor does not want to disclose detailed pricing information to its prime contractor, then the subcontractor shall submit complete cost proposal spreadsheets, as set forth in these instructions, directly to the contract specialist identified. However, the prime shall indicate in its proposal the subcontract costs as disclosed to the prime by the subcontractor. If a prime contractor has a subcontractor(s), then each subcontractor(s) proposal shall be prepared and submitted on bond paper OTHER THAN WHITE, and the color selected per subcontractor shall be consistent throughout the cost proposal. In the narrative portion of the cost proposal, the prime contractor shall identify each proposed subcontractor and the color associated with that subcontractor(s) proposal. When the subcontractor(s) submits its detailed cost proposal in accordance with this instruction, it shall submit its cost proposal on the same color paper that the prime has identified to the Government in its cost proposal narrative as being associated with that subcontractor.

Each spreadsheet is to have the following information:

- Company Name
- City, State, Zip
- Solicitation Number
- Work Site (Location)
- Element/Category

Direct Labor - Each spreadsheet is to list by title, the labor categories that the Offeror intends to use for performance of the contract and number of labor hours proposed. Offerors shall use their labor category nomenclature for each category title and shall use the labor hours per category per year as set forth in this section under the heading "For Proposal Presentation Purposes Only". A formula shall be written that multiplies proposed labor hours by proposed labor rates, with the resultant amount indicated in the amount column. The appropriate total number of hours is provided under the heading "For Proposal Preparation Purposes Only". The sample provided lists all labor categories identified for performance of this contract. If additional lines are required, the Offeror is to adjust the sample spreadsheet accordingly. However, the Offeror is cautioned and reminded that any adjustments to an individual spreadsheet cost proposal, (i.e., addition/deletion of lines) needs to be reflected on all spreadsheets, as all spreadsheets shall be linked. A suggestion would be for the Offeror to develop a generic cost proposal spreadsheet that reflects ALL of the intended labor categories.

Composite rates are required for any labor category under each type of services category in which more than one individual is proposed. These composite rates should properly weight individual labor rates (included in the composite) based on calculated percentages of the effort to total effort. The proposal shall clearly demonstrate the individual elements from which the composite rate is developed. Prime contractors and subcontractors can have their own composite rates.

The Offeror should also identify all labor categories subject to the Service Contract Act and identify what category on the Wage Determination applies to the contractor's employees. The direct labor rate (unburdened) paid to each non-exempt employee should be listed next to the contractor's labor category.

The cost proposal spreadsheets shall use the Offeror's labor category nomenclature.

Subtotal Direct Labor- A formula that adds all direct labor amounts shall be written with the resultant calculation indicated.

Labor Overhead - The Offeror is to indicate the base amount that is used to apply the labor overhead rate. If more than one labor overhead rate is proposed, or if Offeror has other indirect labor rate(s), i.e., separate fringe benefits rate(s), Offeror is to so indicate in the cost proposal spreadsheet, along with the base amount. A formula shall be written that multiplies the base amount(s) by the proposed labor overhead rate(s) and shall indicate the result in the amount column.

Subtotal Labor Overhead - A formula that adds all labor overhead amounts shall be written with the resultant calculation indicated.

Total - A formula shall be written that adds the subtotal amounts for direct and labor overhead with the resultant calculation indicated.

Total labor hours - A formula shall be written that adds all proposed direct labor hours proposed for performance of this contract.

Other Direct Costs - The Offeror is to include the following:

- Material/Supplies Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Material/Supplies Costs.
- Travel Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Travel Costs.
- Associates/Consultant Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Consultant Costs.

Material handling (or other overhead, if applicable) - The Offeror is to indicate the base amount that is used for this indirect rate, if applicable. If more than one indirect rate is proposed, the Offeror is to indicate this in the cost proposal spreadsheet, along with the base amount. A formula shall be written that multiplies the base amount(s) by the proposed indirect rate(s) and shall indicate the result in the amount column.

Grand Sub total - A formula shall be written that adds the totaled amount for labor and overhead to totaled amount for Other Direct Costs and material handling, or other indirect rate, if applicable and the result shall be indicated in the amount column.

G&A - The Offeror is to indicate the base amount that is used to apply the general and administrative (G&A) rate. If more than one G&A rate is proposed, or if the Offeror has other indirect rate(s), the Offeror is to so indicate in the cost proposal spreadsheet, along with the base amount to which any G&A rate is applied. A formula shall be written that multiplies the base amount(s) by the proposed G&A rate(s) with the resultant amount indicated in the amount column. In the narrative portion of Offeror's cost proposal, Offeror is to state the base(s) for application of G&A(s) rate(s).

Subtotal - A formula shall be written that adds the amounts for G&A. If Offeror has only one G&A, then the formula written shall so reflect. If Offeror has more than one G&A amount, then the formula shall add the G&A amounts and that amount shall be displayed.

Total - A formula shall be written that adds the subtotaled amount for G&A with the grand subtotal.

Facilities Capital Cost of Money (FCCM) (If Applicable) - The Offeror is to indicate the base amount that is used to apply facilities capital cost of money factors, if applicable. A formula shall be written that multiplies the base amount(s) by the proposed facilities capital cost of money rate(s) and the result(s) indicated in the amount column.

Subtotal - A formula shall be written that adds the subtotal amount for Cost of Money, if applicable.

Fee - A formula shall be written that excludes FCCM (if applicable) from the grand subtotal, then the formula shall add the fee amount and that amount shall be displayed. Prime contractors cannot use subcontractor fee dollars in their Fee base.

#### **NOTIFICATION TO OFFERORS REGARDING SUBCONTRACTOR FEE:**

**Offerors are hereby notified that all fees to be paid under this contract will be paid to the prime contractor for disbursement to their subcontractor. No subcontractor proposal shall contain an amount for fee. The prime contractor shall arrange the manner which the company will distribute fee to each subcontractor. The Government will not be involved in the distribution of fee to subcontractors.**

Offeror is to copy all formulas used in the preparation of its cost proposal into columns that the Offeror shall label "DCAA" and "Government Cost Realism". The Government will use these columns to analyze the Offeror's proposal in conjunction with information received through DCAA. By having the contractor provide the methodology by which it developed its proposal, the Government will ensure that it analyzes and calculates these costs in the same manner that the Offeror has prepared its proposal.

**DO NOT LOCK ANY CELLS. LOCKED CELLS WILL MAKE IT DIFFICULT FOR THE GOVERNMENT TO EVALUATE YOUR COST PROPOSAL.**

#### **FOR PROPOSAL PREPARATION PURPOSES ONLY:**

The Government has identified certain labor, travel, and material/ODC amounts to be used by all Offerors in preparing their cost proposals as set forth herein.

1. Anticipated Award Date-The anticipated award date for this requirement will be March/April 2004. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.)
2. Estimated Labor Hours / - -The quantities of direct labor hours by labor category by period of contract performance, shown below, are to be used by the Offeror for computing estimated labor costs and is the Government's best estimate. The Government can not either guarantee the estimated quantities of labor hours shown for individual labor categories or the total estimated labor hours for any period of contract performance.

Labor Category	Base Year	Option Year 1	Option Year 2	Option Year 3
	12 Months	12 Months	12 Months	12 Months
Program Manager (K)	1440	1440	1440	1440
Senior Scientist	1920	1920	1920	1920
Scientist	3840	3840	3840	3840
Sr. Software Engineer	3840	3840	3840	3840
Software Engineer	3840	3840	3840	3840
Jr. Software Engineer	3840	3840	3840	3840
Web Applications Developer	3840	3840	3840	3840
Sr. Engineer	3840	3840	3840	3840
Engineer	7680	7680	7680	7680
Sr. Design Engineer (K)	1920	1920	1920	1920
Design Engineer	3840	3840	3840	3840
Sr. Intel Analyst	1920	1920	1920	1920
Intel Analyst	1920	1920	1920	1920
Procurement Analyst	1920	1920	1920	1920
Quality Assurance Specialist	1920	1920	1920	1920
Sr. Management Analyst	3840	3840	3840	3840
Management Analyst	3840	3840	3840	3840
Program Analyst	3840	3840	3840	3840
Jr. Program Analyst	7680	7680	7680	7680
Sr. Financial/Budget Analyst	1920	1920	1920	1920
Financial/Budget Analyst	5760	5760	5760	5760
EOD Technician (K)	5760	5760	5760	5760
Sr. Library Technician (K)	1920	1920	1920	1920
Library Technician	9600	9600	9600	9600
Sr. Documentation Specialist	3840	3840	3840	3840
Documentation Specialist	5760	5760	5760	5760
Logistician	1920	1920	1920	1920
Data Tech	13440	13440	13440	13440
Engineer Tech/Tradesmen	7680	7680	7680	7680
Illustrator/Graphics Tech	7680	7680	7680	7680
Sr. Systems Analyst	3840	3840	3840	3840
Systems Analyst	11520	11520	11520	11520
Labor Relations Specialist	1920	1920	1920	1920
Radiography Technician (K)	1920	1920	1920	1920
Organization Development Spec	1440	1440	1440	1440
	<b>152,640</b>	<b>152,640</b>	<b>152,640</b>	<b>152,640</b>

3. ODC's - Offerors are instructed to use the travel, and material, as specified below, to generate their cost proposals. If the contractor contemplates charging directly to this contract, any other direct costs besides the travel, and material defined herein, they must include an explanation and estimate of such costs in their proposal. This includes acquisition, lease, depreciation, usage charges, etc. of any Government Property, office equipment or Automated Data Processing Equipment.

ODC's	Base	Option 1	Option 2	Option 3
Travel (Not-to-exceed)*	\$262,025.00	\$270,410.00	\$279,063.00	\$287,993.00
Material (Not-to-exceed)*	\$267,600.00	\$276,163.00	\$285,000.00	\$294,120.00
Consultants (Not-to-exceed)*	\$278,750.00	\$287,670.00	\$296,875.00	\$306,375.00

\*Inclusive of G&A, non-fee bearing

**Small Business Sub-Contracting Plan (applies to and is mandatory for other than small business Offerors only)**

The small business subcontracting plan will be incorporated into the contract but will not affect the overall evaluation. Proposals from other than small businesses that do not address all of these requirements may not be considered for further evaluation. This factor applies only to other than small businesses. There is no page limit restriction on the subcontracting plan. The contracting officer or designee will evaluate the subcontracting plan. Offeror's subcontracting plan shall become part of any resultant contract.

Offerors shall submit a small business subcontracting plan in accordance with FAR 52.219-9 (JAN 2002) (see also DFAR 252.219-7003 (APR 1996)). The Offeror's small business subcontracting plan shall include all eleven (11) items cited in FAR clause 52.219-9, subparagraph d(1) through (11). The Navy's subcontracting goals for this requirement are: a minimum of 30% of the effort for Small Businesses; 7% of the effort for Small Disadvantaged Businesses; 6% of the effort for Small Women-Owned Businesses; 3% of the effort for Severely Disabled Veteran-Owned Businesses; and 3% of the effort for HUBZone Businesses. Offerors submitting Small Business Subcontracting Plans per FAR 52.219-9, "Small Business Subcontracting Plan," (Oct 2001) and DFARS clause 252.219-7003, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)," (Apr 1996) which reflect a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as a part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed. Offerors should also note that submission of the Subcontracting Plan shall be concurrent with submission of the Offeror's proposal.

30% of this requirement is set aside for subcontracting to small businesses. This shall be reflected in Section B – Clins 0003, 0007, 0011, and 0015.

The subcontracting plan shall be evaluated separately and distinctly from all other factors. It will be evaluated to insure that the offeror has a plan that complies with the Navy's stated goals or that the offeror has provided an explanation as to why those goals cannot be met. The Contracting Officer may, pursuant to FAR 15.306, conduct exchanges of information with respect to subcontracting plan issues only and these exchanges of information shall not constitute discussions as defined in Part 15 of the FAR.

**REALISM OF COST PROPOSALS**

An Offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency whether real or apparent, between promised performance and cost should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb a portion of the estimated cost, that should be stated in the proposal and the contract will include a clause, which requires the Offeror to absorb that portion of costs, reflected in its cost proposal.

**Any significant inconsistency if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and of his financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the Offeror.**

**It is recommended that Offeror's utilize this Offer Submission Checklist to ensure that all requested information is provided in response to this RFP.**

**FACTOR: OFFER/PROPOSAL SUBMISSION**

**Volume I – Offer/Proposal: Two (2) copies containing the following:**

- \_\_\_\_\_ Completion of blocks 12 through 18 of the SF33 by the Offeror;
- \_\_\_\_\_ Section B with CLIN prices or costs and fees inserted by the Offeror;
- \_\_\_\_\_ Consent and agreement to the Statement of Work and all clauses applicable to each section and the ones with fill-ins completed by the Offeror;
- \_\_\_\_\_ Sections A through J of the solicitation; all requested information provided and returned by the Offeror in its entirety with no exceptions taken. Any exceptions would have to be cured through discussions at the discretion of the Contracting Officer.
- \_\_\_\_\_ Acceptance via signature of all amendments
- \_\_\_\_\_ Indication of Top Secret Facility Clearance CAGE Code, DSS office and Phone Number

**Volume II – Capability Information: Three (5) copies of the following:**

- \_\_\_\_\_ Understanding of the SOW requirements
  - Understanding of SOW requirements does not exceed 35 pages
  - Resumes – 5 included, not exceeding 3 pages each
- \_\_\_\_\_ Relevant Experience Matrix and Supportive Narrative (not to exceed 25 pages)
- \_\_\_\_\_ Past Performance Matrix
- \_\_\_\_\_ Section K completed by the Offeror;

**Volume III – Cost and Price Information: Two (2) copies of the following:**

- \_\_\_\_\_ Price Proposal
  - Completed Section B of Solicitation document
  - Any available pricing information to facilitate the price analysis
- \_\_\_\_\_ Data regarding the general financial condition of the Offeror
- \_\_\_\_\_ Small Business Subcontracting Plan

**IHD 196 – LEVEL OF EFFORT – FOR EVALUATION PURPOSES ONLY (FEB 1997) (NSWC/IHD)**

This estimated composition of the total man-hours of direct labor by classification is as follows:

Labor Category	Base Year	Option Year 1	Option Year 2	Option Year 3
	12 Months	12 Months	12 Months	12 Months
Program Manager (K)	1440	1440	1440	1440
Senior Scientist	1920	1920	1920	1920
Scientist	3840	3840	3840	3840
Sr. Software Engineer	3840	3840	3840	3840
Software Engineer	3840	3840	3840	3840
Jr. Software Engineer	3840	3840	3840	3840
Web Applications Developer	3840	3840	3840	3840
Sr. Engineer	3840	3840	3840	3840
Engineer	7680	7680	7680	7680
Sr. Design Engineer (K)	1920	1920	1920	1920
Design Engineer	3840	3840	3840	3840
Sr. Intel Analyst	1920	1920	1920	1920
Intel Analyst	1920	1920	1920	1920
Procurement Analyst	1920	1920	1920	1920
Quality Assurance Specialist	1920	1920	1920	1920
Sr. Management Analyst	3840	3840	3840	3840
Management Analyst	3840	3840	3840	3840
Program Analyst	3840	3840	3840	3840
Jr. Program Analyst	7680	7680	7680	7680
Sr. Financial/Budget Analyst	1920	1920	1920	1920
Financial/Budget Analyst	5760	5760	5760	5760
EOD Technician (K)	5760	5760	5760	5760
Sr. Library Technician (K)	1920	1920	1920	1920
Library Technician	9600	9600	9600	9600
Sr. Documentation Specialist	3840	3840	3840	3840
Documentation Specialist	5760	5760	5760	5760
Logistician	1920	1920	1920	1920
Data Tech	13440	13440	13440	13440
Engineer Tech/Tradesmen	7680	7680	7680	7680
Illustrator/Graphics Tech	7680	7680	7680	7680
Sr. Systems Analyst	3840	3840	3840	3840
Systems Analyst	11520	11520	11520	11520
Labor Relations Specialist	1920	1920	1920	1920
Radiography Technician (K)	1920	1920	1920	1920
Organization Development Spec	1440	1440	1440	1440
	<b>152,640</b>	<b>152,640</b>	<b>152,640</b>	<b>152,640</b>

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

## CLAUSES INCORPORATED BY FULL TEXT

**HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)**

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

**IHD 208 - COST REALISM (FEB 2000) (NAVSEA/IHD)**

Cost realism may be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the supplies or services for the offered prices/costs; and (3) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

**IHD 210 – BEST VALUE EVALUATION AND BASIS FOR AWARD (APR 1997) (NSWCIHD)**  
**SECTION M EVALUATION FACTORS FOR AWARD****I. GENERAL INFORMATION**

The Government intends to award a single contract as a result of this solicitation. The Government will award the contract to the Offeror representing the best value using the tradeoff process. The Government will determine best value using the tradeoff process on the basis of the following factors (in descending order of importance):

- (1) Offeror Capability
- (2) Price or Estimated Cost and Fee

These evaluation factors are broken into two categories- “offer/proposal” and “capability”.

- a. “Offer/Proposal” factors are those evaluation factors that will become part of the contract if and when it is awarded, hence, the proposal or offer which contains the model contract, inclusive of Sections A through J of the solicitation.
- b. “Capability” factors (i.e., relevant experience, site visit, past performance, and personnel resources) are those factors that will be used to evaluate the capability of the competing Offerors. The factors DO NOT become part of the contract but they play a key role in the source selection process.

Source Selection shall be determined using the LOCAR (Level of Confidence Assessment Rating) methodology.

FACTORS	WEIGHTING
(1) Understanding of the SOW requirements	40%
(2) Relative Experience	40%
(3) Past Performance	20%

The Government reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow Offerors to revise their offers accordingly, as authorized by FAR 15.206. The Government intends to award the contract on the basis of initial offers received, without discussions. Therefore, each offer/proposal, should contain the Offeror's best terms from their offer/proposal and cost/price standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted only with those Offerors determined to have a reasonable chance for award.

Any unauthorized exception or failure will constitute a deficiency (see FAR 15.306). An Offeror may eliminate a deficiency in its offer only through discussions and if permitted by the Government.

Capability Information constitutes "other written information" and is not part of the offer/proposal. Pursuant to FAR 15.306(a) and (b), exchanges of information with the Offeror after receipt of proposals may be permitted.

The Government will assess the extent to which each Offeror complied with the instructions in the RFP. The Government will consider any failure to comply with these instructions to be indicative of the kind of behavior that it could expect during contract performance and a possible lack of capability to perform satisfactory.

#### **A. Offeror Capability Information**

##### **1. Understanding of the Statement of Work-**

The Government will evaluate how well the Offeror demonstrated their overall knowledge and understanding of the related organizations and interrelationships of the Joint Service EOD Technology Division's Mission Requirements. These NAVEODTECHDIV efforts support the Office of the Secretary of Defense in executing the requirements of the Joint Services, the Department of the Navy, and the Naval Sea Systems Command. This support is provided through the Command organizational structure. The following areas are all of equal importance.

- Information Management & Resource Planning Department
- Operations Department
- Equipment Management Department
- Research & Development Department
- EOD Program Management Office
- Special Operations
- Environmental Protection Office
- Explosive & Occupational Safety Office
- International Program Office
- Comptroller Office

Typically, support is also provided to Naval Surface Warfare Center, Office of Naval Research, Defense Advance Research Project Agency, Mine Warfare Command, Interagency Training Center, and other federal agencies. Services shall be provided to meet the discreet and highly specialized activities in performing NAVEODTECHDIV core mission functions.

The Government will also evaluate the Offeror resumes to include the proposed qualifications and the correlation of the relationship of experience and training to the projected task description. The offeror shall submit resumes on

the five positions identified in the category listing as key. Only one resume per category is required. Resumes shall be limited to 3 pages per resume.

a. **Key Personnel Qualifications.** Key Personnel Qualifications are contained in Section C. For the following key personnel the offeror shall provide the following:

Resumes of all proposed key personnel;

Program Manager	1 resume
Sr Design Engineer	1 resume
EOD Technician	1 resume
Sr Library Technician	1 resume
Radiography Technician	1 resume

(2) A signed letter of agreement of employment, or commitment agreement if pending employment;

b. **Resumes.** Resumes for Key Personnel shall be formatted in accordance with the following:

The information shall be organized in the Offeror's format. Resumes for Key Personnel shall be signed by the individual and a corporate official certifying the accuracy of the information contained therein. All resumes shall include brief discussions of how the individual meets the required Knowledge, Skills and Abilities as indicated in the labor category definitions. In addition, all resumes for Key Personnel must provide, as a minimum, the following information:

(1) Name, years of experience, training, unique or special qualifications, current level of security clearance, positions held and tenure with the firm. If the individual is a pending employee, signed Commitment Agreements (agreement to work and a "yes" or "no" for agreed upon salary (Do not include cost information in this section) between the individual and offeror are to be inserted behind the resumes in the proposal.

(2) Degrees held by each individual and/or other pertinent education. Include date(s), degree(s), major, and respective college or university at which the degree(s) was received.

(3) The work history of each project member as it relates to the anticipated task(s) to be assigned to that individual. Include dates for the various kinds of experience shown. Show a correlation of relationship of experience/training to the projected task description.

## 2. Relevant Experience

Experience is the opportunity to learn by doing. The Government will assess each offeror's work records to determine whether, during the past (3) years, the Offeror has had the opportunity to learn about relevant work processes and procedures and about the nature, difficulties and uncertainties associated with performing the kind of work that will be required under the prospective contract. The Government will try to determine how many opportunities an Offeror has had to carry out those processes and procedures and to cope with those difficulties and uncertainties.

The Government will evaluate the benefits gained from each contract/subcontract reference identified and the Offeror's relevant experience, as stated by the matrix and validated in the narrative, as it relates to each of the SOW task areas and its direct relevancy to the SOW task areas. The Government will assess whether or not the Offeror has simply parroted the SOW task descriptions, or whether distinct, relevant information has been provided.

## (3) Past Performance

The Government will evaluate past performance in terms of (1) customer satisfaction, (2) timeliness, (3) technical success, (4) program management, and (5) quality.

Failure of an Offeror's references to respond within the required timeframe may result in the inability of the Government to rank an Offeror's past performance and may affect the overall LOCAR of the Offeror's capability. It is the Offeror's responsibility to ensure references respond within the required timeframe.

### **C. Cost/Price Information**

Price/Cost will be evaluated for the base year and all option years. The price/cost proposal shall be evaluated to determine fairness, reasonableness, and compliance with the Wage Determination provided. In addition, proposed rates for each labor category covered by the Service Contract Act shall be evaluated for compliance with the minimum monetary wages and fringe benefits set forth in the Wage Determination. The realism of prices will be evaluated.

The Cost Realism evaluation will result in a determination of the most probable cost to the Government. This evaluation may include consideration of actual salaries being paid for similar work under other contracts, the Independent Government Estimate (IGE), Defense Contract Audit Agency audit information, and evaluation of compensation for professional employees. The labor hours, travel, and material/ODC amounts (plus any applicable burden) specified in Section L will be utilized for evaluation purposes. For evaluation purposes only, the evaluated cost is the higher of either (a) the sum of the Offeror's proposed total estimated cost and fee or (b) the Government's determination of the most probable total cost and fee.

Cost realism pertains to the Offeror's ability to project costs which are reasonable and which indicate that the Offeror understands the nature of the work to be performed. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates and other direct costs, may be considered a reflection of lack of understanding of the work required and may be considered in the technical analysis, which could reduce the capability analysis.

Cost is not the most important evaluation factor; it will not be ignored. Prospective Offerors are forewarned that a proposal meeting solicitation requirements with the lowest evaluated cost may not be selected if award to a higher evaluated cost Offeror is determined to be most advantageous to the Government.

### **Small Business Sub-Contracting Plan (applies to and is mandatory for other than small business Offerors only)**

The small business subcontracting plan will be incorporated into the contract but will not affect the overall evaluation. Proposals from other than small businesses that do not address all of these requirements may not be considered for further evaluation. This factor applies only to other than small businesses. There is no page limit restriction on the subcontracting plan. The contracting officer or designee will evaluate the subcontracting plan. Offeror's subcontracting plan shall become part of any resultant contract.

The Government will assess whether the small business subcontracting plan was submitted in accordance with FAR 52.219-9 (JAN 2002) (see also DFAR 252.219-7003 (APR 1996)). The Government will assess whether the Offeror's small business subcontracting plan included all eleven (11) items cited in FAR clause 52.219-9, subparagraph d(1) through (11) and met the following subcontracting goals for this requirement: 30% of the effort for Small Businesses; 5% of the effort for Small Disadvantaged Businesses; 5% of the effort for Small Women-Owned Businesses; 3% of the effort for Severely Disabled Veteran-Owned Businesses; and 3% of the effort for HUBZone Businesses. The government will assess whether offerors submitting Small Business Subcontracting Plans which reflect a Small Disadvantaged Business (SDB) goal of less than five percent provided, as a part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed.

## II. SCORING PROCESS

Each proposal shall be evaluated against the evaluation criteria set forth in the RFP. Proposals shall not be compared to each other during the evaluation process or to any other requirements that are not set forth in the RFP. The Government shall determine the Offeror that represents the best value to the Government using the LOCAR (Level of Confidence Assessment Rating) method. In developing the LOCAR for each Offeror the Government will consider that Offeror's relevant experience, site visit, past performance and personnel resources. Once the LOCAR for each Offeror is determined the Government will then compare/rank Offerors based on their LOCAR and price, to arrive at a decision as to the offer(s) that represent the best value to the Government utilizing the tradeoff process.

**A. A Level of Confidence Assessment Rating (LOCAR)** will be assigned to each Offeror's capability. The following is the scale for the LOCAR:

**Less Confident (0 -40)** (Less likely to succeed)

**More Confident (60 -94)** (More likely to succeed)

**Most Confident (95 - 100)** (Most likely to succeed)

**Neutral (50)** Indicates that the EP believes that success and failure are equally likely, that is, that the Offeror has a 50/50 chance of success. The score of 50 is appropriate when the EP has no basis for believing in either success or failure.

The Government will assign a LOCAR to the capability of each Offeror (including relevant experience, site visit, past performance, and personnel). The following Table is an example of the scoring process for the Offeror Capability Evaluation:

**Table 1 - Offeror Capability/LOCAR Determination**

<b>Offeror</b>	<b>Understanding of the SOW Requirements</b>	<b>Relevant Experience</b>	<b>Past Performance</b>	<b>LOCAR</b>
A	Excellent	Excellent	Excellent	95
B	Good	Good	Excellent	70
C	None	Good	Good	40

### B. Best Value Tradeoff Analysis

In order to determine which Offeror represents the best value utilizing the tradeoff process, the Government will make a series of paired comparisons among the Offerors, trading off the differences in the nonprice factors against the difference in most probable price between the Offerors. If, in any paired comparison, of any two Offerors, one Offeror has both a higher LOCAR and the lower price, then that Offeror is the best value. If the Offeror with the higher LOCAR has the higher price, then the Government must decide whether the margin of higher LOCAR (i.e. greater prospects for success) is worth the higher price. The Government will continue to make paired comparisons in this way until an Offeror representing the best value is identified.

**Table 2 – Tradeoff Analysis**

<b>Offeror</b>	<b>LOCAR</b>	<b>Price</b>
<b>A</b>	<b>95</b>	<b>\$34M</b>
<b>B</b>	<b>70</b>	<b>\$32M</b>
<b>C</b>	<b>40</b>	<b>\$41M</b>

**C. Single Offeror**

In the event where the Government only receives one proposal submission, the Government reserves the right to award only if: (1) the Offeror receives a total LOCAR score of 70 or higher and (2) the Offeror's costs are determined to be fair and reasonable for the LOCAR score received. Predicated on the Offeror meeting the specified LOCAR score and determination of costs being fair and reasonable, only then will the Offeror be eligible for award.

Form Approved  
OMB No. 0704-0188

(1 Da(g Item)

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reducing Project, (0704-0188), Washington, D.C. 20503. Please Do NOT RETURN your form to either of these addresses, send completed form to the Government-Issuing Contracting Officer for the Contract/PR No. listed in Block E.

17 PRICE  
GROUP

18.  
ESTIMATED  
TOTAL PRICE

**BLOCK 14: IHD/NSWC:**

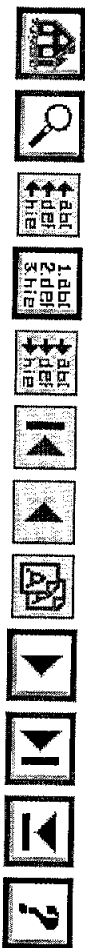
**Naval Explosive Ordnance Disposal Technology Division**

2008 Stump Neck Road

Indian Head, MD 20640-5070

ATTN: Larry Marion, Code 052

marion@codpoe2.navsea.navy.mil

**WAGE DETERMINATION NO: 94-2103 REV (30) AREA: DC,DISTRICT-WIDE**

WAGE DETERMINATION NO: 94-2103 REV (30) AREA: DC,DISTRICT-WIDE

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

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WASHINGTON D.C. 20210

William W. Gross  
DirectorDivision of  
Wage Determinations

Wage Determination No.: 1994-2103

Revision No.: 30

Date Of Last Revision: 06/03/2003

States: District of Columbia, **Maryland**, Virginia

Area: District of Columbia Statewide

**Maryland** Counties of Calvert, **Charles**, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I

01012 - Accounting Clerk II

01013 - Accounting Clerk III

01014 - Accounting Clerk IV

01030 - Court Reporter

01050 - Dispatcher, Motor Vehicle

01060 - Document Preparation Clerk	12.42
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.42
01110 - Film/Tape Librarian	14.65
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.04
01131 - Key Entry Operator I	10.80
01132 - Key Entry Operator II	12.07
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	14.24
01263 - Personnel Assistant (Employment) III	16.42
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	17.28
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26
01312 - Secretary II	16.56
01313 - Secretary III	19.04
01314 - Secretary IV	20.15
01315 - Secretary V	23.47
01320 - Service Order Dispatcher	15.44
01341 - Stenographer I	14.68
01342 - Stenographer II	16.47
01400 - Supply Technician	20.15
01420 - Survey Worker (Interviewer)	14.94
01460 - Switchboard Operator-Receptionist	10.96
01510 - Test Examiner	16.56
01520 - Test Proctor	16.56
01531 - Travel Clerk I	11.63

01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	11.80
01612 - Word Processor II	14.22
01613 - Word Processor III	16.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.86
03041 - Computer Operator I	14.30
03042 - Computer Operator II	15.82
03043 - Computer Operator III	18.60
03044 - Computer Operator IV	20.44
03045 - Computer Operator V	22.94
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.05
03073 - Computer Programmer III (1)	26.99
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.30
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88

05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations (not set) - Food Service Worker	9.01
07010 - Baker	11.87
07041 - Cook I	10.93
07042 - Cook II	12.46
07070 - Dishwasher	9.22
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	18.05
09010 - Electrostatic Spray Painter	12.55
09040 - Furniture Handler	18.05
09070 - Furniture Refinisher	13.85
09100 - Furniture Refinisher Helper	16.01
09110 - Furniture Repairer, Minor	18.05
09130 - Upholsterer	
11030 - General Services and Support Occupations	9.67
11030 - Cleaner, Vehicles	9.79
11060 - Elevator Operator	12.98
11090 - Gardener	9.13
11121 - House Keeping Aid I	9.39
11122 - House Keeping Aid II	10.12
11150 - Janitor	10.75
11210 - Laborer, Grounds Maintenance	9.28
11240 - Maid or Houseman	12.44
11270 - Pest Controller	10.88
11300 - Refuse Collector	12.73
11330 - Tractor Operator	10.51
11360 - Window Cleaner	
12000 - Health Occupations	15.80
12020 - Dental Assistant	13.08
12040 - Emergency Medical Technician (EMT) / Paramedic / Ambulance Driver	14.63
12071 - Licensed Practical Nurse I	

12072 - Licensed Practical Nurse II	16.42
12073 - Licensed Practical Nurse III	18.38
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	15.32
12160 - Medical Record Clerk	13.60
12190 - Medical Record Technician	14.97
12221 - Nursing Assistant I	8.46
12222 - Nursing Assistant II	9.52
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	11.84
12280 - Phlebotomist	11.21
12311 - Registered Nurse I	24.00
12312 - Registered Nurse II	26.70
12313 - Registered Nurse II, Specialist	26.70
12314 - Registered Nurse III	34.48
12315 - Registered Nurse III, Anesthetist	34.48
12316 - Registered Nurse IV	41.33
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.95
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	22.48
13013 - Exhibits Specialist III	27.29
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	22.33
13050 - Library Technician	16.28
13071 - Photographer I	13.93
13072 - Photographer II	15.64
13073 - Photographer III	19.56
13074 - Photographer IV	24.08
13075 - Photographer V	26.50
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	

15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	9.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	10.67
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	17.12
21030 - Material Expediter	17.12
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	14.58
21080 - Production Line Worker (Food Processing)	14.08
21100 - Shipping/Receiving Clerk	13.09
21130 - Shipping Packer	13.02
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.01
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	15.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09

23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	22.51
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	16.88
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.55
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	20.93
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.25
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.28
23460 - Instrument Mechanic	19.98
23470 - Laborer	11.79
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	19.70
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	20.94
23800 - Plumber, Maintenance	19.86
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05

23930 - Telecommunication Mechanic I	19.41
23931 - Telecommunication Mechanic II	20.45
23950 - Telephone Lineman	20.93
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.37
24580 - Child Care Center Clerk	15.86
24600 - Chore Aid	8.86
24630 - Homemaker	16.45
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	13.85
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	
27004 - Alarm Monitor	21.76
27006 - Corrections Officer	15.26
27010 - Court Security Officer	17.69
27040 - Detention Officer	19.46
27070 - Firefighter	18.29
27101 - Guard I	19.72
27102 - Guard II	9.51
28000 - Stevedoring/Longshoremen Occupations	12.53
28010 - Blocker and Bracer	
28020 - Hatch Tender	16.76
28030 - Line Handler	16.76
28040 - Stevedore I	16.76
28050 - Stevedore II	15.76
29000 - Technical Occupations	17.78

21150	-	Graphic Artist	20.52
29010	-	Air Traffic Control Specialist, Center (2)	29.85
29011	-	Air Traffic Control Specialist, Station (2)	20.59
29012	-	Air Traffic Control Specialist, Terminal (2)	22.67
29023	-	Archeological Technician I	15.52
29024	-	Archeological Technician II	17.35
29025	-	Archeological Technician III	21.51
29030	-	Cartographic Technician	22.87
29035	-	Computer Based Training (CBT) Specialist/ Instructor	25.84
29040	-	Civil Engineering Technician	19.56
29061	-	Drafter I	13.01
29062	-	Drafter II	16.29
29063	-	Drafter III	18.30
29064	-	Drafter IV	22.87
29081	-	Engineering Technician I	16.15
29082	-	Engineering Technician II	18.75
29083	-	Engineering Technician III	22.54
29084	-	Engineering Technician IV	25.86
29085	-	Engineering Technician V	31.62
29086	-	Engineering Technician VI	38.26
29090	-	Environmental Technician	19.29
29100	-	Flight Simulator/Instructor (Pilot)	30.54
29160	-	Instructor	23.97
29210	-	Laboratory Technician	16.87
29240	-	Mathematical Technician	23.39
29361	-	Paralegal/Legal Assistant I	18.38
29362	-	Paralegal/Legal Assistant II	23.44
29363	-	Paralegal/Legal Assistant III	28.68
29364	-	Paralegal/Legal Assistant IV	34.69
29390	-	Photooptics Technician	22.87
29480	-	Technical Writer	25.08
29491	-	Unexploded Ordnance (UXO) Technician I	18.97
29492	-	Unexploded Ordnance (UXO) Technician II	22.96
29493	-	Unexploded Ordnance (UXO) Technician III	27.51

29494 - Unexploded (UXO) Safety Escort	18.97
29495 - Unexploded (UXO) Sweep Personnel	18.97
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	12.94
31300 - Taxi Driver	10.99
31361 - Truckdriver, Light Truck	12.37
31362 - Truckdriver, Medium Truck	15.72
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.33
99030 - Cashier	8.53
99041 - Carnival Equipment Operator	11.78
99042 - Carnival Equipment Repairer	12.69
99043 - Carnival Worker	7.93
99050 - Desk Clerk	9.78
99095 - Embalmer	19.04
99300 - Lifeguard	9.97
99310 - Mortician	22.94
99350 - Park Attendant (Aide)	12.52
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.81
99500 - Recreation Specialist	15.94
99510 - Recycling Worker	14.06
99610 - Sales Clerk	10.49
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	16.41
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.60
99660 - Surveying Aide	10.20

99690 - Swimming Pool Operator	13.54
99720 - Vending Machine Attendant	10.43
99730 - Vending Machine Repairer	13.54
99740 - Vending Machine Repairer Helper	11.02

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A

contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered) :

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving reggrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

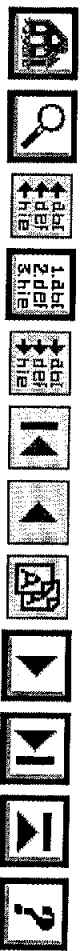
3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4) .

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



## Attachment 5 - Composite

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Direct Labor</b>									
Program Manager	2,880	\$ 52.00	\$ 149,760.00	-	\$	-	-	\$	-
Senior Engineer/Engineer	3,600	\$ 49.00	\$ 176,400.00	-	\$	-	-	\$	-
Engineer II	3,600	\$ 47.00	\$ 169,200.00	-	\$	-	-	\$	-
Engineer III	2,160	\$ 45.00	\$ 97,200.00	-	\$	-	-	\$	-
Senior Analyst	2,400	\$ 42.00	\$ 100,800.00	-	\$	-	-	\$	-
Analyst	2,880	\$ 39.00	\$ 112,320.00	-	\$	-	-	\$	-
Senior Technician/Technician I	2,880	\$ 37.00	\$ 106,560.00	-	\$	-	-	\$	-
Technician II	1,200	\$ 35.00	\$ 42,000.00	-	\$	-	-	\$	-
Technician Writer/Document Specialist	1,440	\$ 28.00	\$ 40,320.00	-	\$	-	-	\$	-
Clerial	1,440	\$ 25.00	\$ 36,000.00	-	\$	-	-	\$	-
				-	\$	-	-	\$	-
				-	\$	-	-	\$	-
				-	\$	-	-	\$	-
				-	\$	-	-	\$	-
				-	\$	-	-	\$	-
				-	\$	-	-	\$	-
				-	\$	-	-	\$	-
<b>Subtotal Direct Labor</b>			\$ 5,152,800.00		\$	-		\$	-
<b>Labor Overhead</b>	Base	Rate	Amount						
Off Site		88%	\$ 4,534,464.00						
On Site		N/A							
Fringe Benefits		N/A							
<b>Subtotal Labor Overhead</b>			\$ 4,534,464.00						
<b>Total</b>			\$ 9,687,264.00						
<b>Total Labor Hours</b>	122,400								
<b>Other Direct Costs</b>									
Material*			\$ 10,132,280.00						
Travel*			\$ 250,000.00						
<b>Subtotal</b>			\$ 10,382,280.00						
<b>Material Handling Rate (if applicable)*</b>		3%	\$ 303,970.00						
<b>Total</b>			\$ 10,686,250.00						
<b>Grand Subtotal</b>			\$ 20,373,514.00						
<b>G&amp;A</b>									
Off Site		15%	\$ 1,490,589.60						
On Site		N/A							
<b>Subtotal</b>			\$ 1,490,589.60						
<b>Total</b>			\$ 21,864,103.60						
<b>Cost of Money*</b>		N/A							
Off Site									
On Site									
<b>Subtotal COM</b>									
<b>Fixed Fee</b>		10%	\$ 1,114,035.35						
<b>Total CPFF</b>			\$ 22,978,138.95						

**THIS IS A SAMPLE ONLY**

**ATTACHMENT 5**

### Attachment 5 - Base Year

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Direct Labor</b>									
Program Manager	2,880	\$ 52.00	\$ 149,760.00						
Senior Engineer/Engineer	3,600	\$ 49.00	\$ 176,400.00						
Engineer II	3,600	\$ 47.00	\$ 169,200.00						
Engineer III	2,160	\$ 45.00	\$ 97,200.00						
Senior Analyst	2,400	\$ 42.00	\$ 100,800.00						
Analyst	2,880	\$ 39.00	\$ 112,320.00						
Senior Technician/Technician I	2,880	\$ 37.00	\$ 106,560.00						
Technician II	1,200	\$ 35.00	\$ 42,000.00						
Technician Writer/Document Specialist	1,440	\$ 28.00	\$ 40,320.00						
Clerial	1,440	\$ 25.00	\$ 36,000.00						
			\$ 1,030,560.00						
<b>Labor Overhead</b>									
Off Site	Base	Rate	Amount						
On Site		88%	\$ 906,892.80						
Fringe Benefits		N/A							
		N/A							
<b>Subtotal Labor Overhead</b>			\$ 906,892.80						
<b>Total</b>			\$ 1,937,452.80						
<b>Total Labor Hours</b>	24,480								
<b>Other Direct Costs</b>									
Material*			\$ 2,026,456.00						
Travel*			\$ 50,000.00						
<b>Subtotal</b>			\$ 2,076,456.00						
<b>Material Handling Rate (if applicable)*</b>		3%	\$ 60,794.00						
<b>Total</b>			\$ 2,137,250.00						
<b>Grand Subtotal</b>			\$ 4,074,702.80						
<b>G&amp;A</b>									
Off Site		15%	\$ 298,117.92						
On Site		N/A							
<b>Subtotal</b>			\$ 298,117.92						
<b>Total</b>			\$ 4,372,820.72						
<b>Cost of Money*</b>		N/A							
Off Site									
On Site									
<b>Subtotal COM</b>									
<b>Fixed Fee</b>		10%	\$ 222,807.07						
<b>Total CPFF</b>			\$ 4,595,627.79						

### Attachment 5 - Option I

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Direct Labor</b>									
Program Manager	2,880	\$ 52.00	\$ 149,760.00						
Senior Engineer/Engineer	3,600	\$ 49.00	\$ 176,400.00						
Engineer II	3,600	\$ 47.00	\$ 169,200.00						
Engineer III	2,160	\$ 45.00	\$ 97,200.00						
Senior Analyst	2,400	\$ 42.00	\$ 100,800.00						
Analyst	2,880	\$ 39.00	\$ 112,320.00						
Senior Technician/Technician I	2,880	\$ 37.00	\$ 106,560.00						
Technician II	1,200	\$ 35.00	\$ 42,000.00						
Technician Writer/Document Specialist	1,440	\$ 28.00	\$ 40,320.00						
Clerial	1,440	\$ 25.00	\$ 36,000.00						
<b>Subtotal Direct Labor</b>			\$ 1,030,560.00						
<b>Labor Overhead</b>	Base	Rate	Amount						
Off Site		88%	\$ 906,892.80						
On Site		N/A							
Fringe Benefits		N/A							
<b>Subtotal Labor Overhead</b>			\$ 906,892.80						
<b>Total</b>			\$ 1,937,452.80						
<b>Total Labor Hours</b>	24,480								
<b>Other Direct Costs</b>									
Material*			\$ 2,026,456.00						
Travel*			\$ 50,000.00						
<b>Subtotal</b>			\$ 2,076,456.00						
<b>Material Handling Rate (if applicable)*</b>		3%	\$ 60,794.00						
<b>Total</b>			\$ 2,137,250.00						
<b>Grand Subtotal</b>			\$ 4,074,702.80						
<b>G&amp;A</b>									
Off Site		15%	\$ 298,117.92						
On Site		N/A							
<b>Subtotal</b>			\$ 298,117.92						
<b>Total</b>			\$ 4,372,820.72						
<b>Cost of Money*</b>		N/A							
Off Site									
On Site									
<b>Subtotal COM</b>									
<b>Fixed Fee</b>		10%	\$ 222,807.07						
<b>Total CPFF</b>			\$ 4,595,627.79						

### Attachment 5 - Option II

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Direct Labor</b>									
Program Manager	2,880	\$ 52.00	\$ 149,760.00						
Senior Engineer/Engineer	3,600	\$ 49.00	\$ 176,400.00						
Engineer II	3,600	\$ 47.00	\$ 169,200.00						
Engineer III	2,160	\$ 45.00	\$ 97,200.00						
Senior Analyst	2,400	\$ 42.00	\$ 100,800.00						
Analyst	2,880	\$ 39.00	\$ 112,320.00						
Senior Technician/Technician I	2,880	\$ 37.00	\$ 106,560.00						
Technician II	1,200	\$ 35.00	\$ 42,000.00						
Technician Writer/Document Specialist	1,440	\$ 28.00	\$ 40,320.00						
Clerial	1,440	\$ 25.00	\$ 36,000.00						
<b>Subtotal Direct Labor</b>			<b>\$ 1,030,560.00</b>						
<b>Labor Overhead</b>	Base	Rate	Amount						
Off Site		88%	\$ 906,892.80						
On Site		N/A							
Fringe Benefits		N/A							
<b>Subtotal Labor Overhead</b>			<b>\$ 906,892.80</b>						
<b>Total</b>			<b>\$ 1,937,452.80</b>						
<b>Total Labor Hours</b>	24,480								
<b>Other Direct Costs</b>									
Material*			\$ 2,026,456.00						
Travel*			\$ 50,000.00						
<b>Subtotal</b>			<b>\$ 2,076,456.00</b>						
<b>Material Handling Rate (if applicable)*</b>		3%	\$ 60,794.00						
<b>Total</b>			<b>\$ 2,137,250.00</b>						
<b>Grand Subtotal</b>			<b>\$ 4,074,702.80</b>						
<b>G&amp;A</b>									
Off Site		15%	\$ 298,117.92						
On Site		N/A							
<b>Subtotal</b>			<b>\$ 298,117.92</b>						
<b>Total</b>			<b>\$ 4,372,820.72</b>						
<b>Cost of Money*</b>		N/A							
Off Site									
On Site									
<b>Subtotal COM</b>									
<b>Fixed Fee</b>		10%	\$ 222,807.07						
<b>Total CPFF</b>			<b>\$ 4,595,627.79</b>						

### Attachment 5- Option III

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Direct Labor</b>									
Program Manager	2,880	\$ 52.00	\$ 149,760.00						
Senior Engineer/Engineer	3,600	\$ 49.00	\$ 176,400.00						
Engineer II	3,600	\$ 47.00	\$ 169,200.00						
Engineer III	2,160	\$ 45.00	\$ 97,200.00						
Senior Analyst	2,400	\$ 42.00	\$ 100,800.00						
Analyst	2,880	\$ 39.00	\$ 112,320.00						
Senior Technician/Technician I	2,880	\$ 37.00	\$ 106,560.00						
Technician II	1,200	\$ 35.00	\$ 42,000.00						
Technician Writer/Document Specialist	1,440	\$ 28.00	\$ 40,320.00						
Clerial	1,440	\$ 25.00	\$ 36,000.00						
<b>Subtotal Direct Labor</b>			\$ 1,030,560.00						
<b>Labor Overhead</b>									
Off Site	Base	Rate	Amount						
On Site		88%	\$ 906,892.80						
Fringe Benefits		N/A							
		N/A							
<b>Subtotal Labor Overhead</b>			\$ 906,892.80						
<b>Total</b>			\$ 1,937,452.80						
<b>Total Labor Hours</b>	24,480								
<b>Other Direct Costs</b>									
Material*			\$ 2,026,456.00						
Travel*			\$ 50,000.00						
<b>Subtotal</b>			\$ 2,076,456.00						
<b>Material Handling Rate (if applicable)*</b>		3%	\$ 60,794.00						
<b>Total</b>			\$ 2,137,250.00						
<b>Grand Subtotal</b>			\$ 4,074,702.80						
<b>G&amp;A</b>									
Off Site		15%	\$ 298,117.92						
On Site		N/A							
<b>Subtotal</b>			\$ 298,117.92						
<b>Total</b>			\$ 4,372,820.72						
<b>Cost of Money*</b>		N/A							
Off Site									
On Site									
<b>Subtotal COM</b>									
<b>Fixed Fee</b>		10%	\$ 222,807.07						
<b>Total CPFF</b>			\$ 4,595,627.79						